

**ESTATES LAND ACT  
COMMITTEE**

---

**MEMORANDA**

**SUBMITTED TO THE COMMITTEE**

**PART I**



**MADRAS**

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## PREFATORY NOTE

The Memoranda contained in these volumes were received by the Committee in response to the questionnaire issued by it.

Part I contains Memoranda submitted by Landholders.

Part II contains Memoranda submitted by Ryots and Ryots' Associations. Some Memoranda contained several signatures, in some cases numbering about two hundred, most of which were illegible; and some persons affixed only their thumb-impressions. It was thought, therefore, advisable to omit the names of the persons signing the Memoranda. The first name alone was taken and the Memorandum is printed as from him and other ryots.

Part III contains Memoranda from other members of the public and organisations who have taken interest in the problems under enquiry.

Where the same or identical Memorandum was submitted by different persons or as from different villages, only one of them has been included in this volume.

A supplementary volume will be issued containing Memoranda received after time and which could not, therefore, be incorporated in these volumes.

MADRAS, 27th June 1938.

T. VISWANATHAM.

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## PRESS COMMUNIQUÉ.

### PARLIAMENTARY COMMITTEE TO ENQUIRE INTO THE CONDITIONS PREVAILING IN ZAMINDARI AND PROPRIETARY AREAS.

On the 10th and 25th September 1937, respectively, the Madras Legislative Council and the Madras Legislative Assembly agreed to the constitution of a Committee consisting of six members of the Assembly and three members of the Council, to enquire and report on the conditions prevailing in zamindari and other proprietary areas and any legislation that may be considered desirable in connexion therewith, with particular reference to the following matters:—

- (1) The juridical interests of the ryots in relation to the landholders;
  - (2) Collection and remission of rent;
  - (3) Survey, record of rights (including water rights) and settlement of fair rent;
  - (4) Levies from ryots in addition to rent;
  - (5) Utilization of local natural facilities by tenants for their domestic and agricultural purposes; and
  - (6) Maintenance of irrigation works.
2. The Members of the Committee are as follows:—
- (1) The Hon'ble Mr. T. Prakasam (*Chairman*).
  - (2) Mr. B. Narayanaswami Nayudu, M.L.C.
  - (3) Mr. V. V. Jogiah Pantulu, M.L.C.
  - (4) Mr. A. Ramaswami Ayyangar, M.L.C.
  - (5) Mr. P. S. Kumaraswami Raja, M.L.A.
  - (6) Mr. M. Pallam Raju, M.L.A.
  - (7) The Zamindar of Mirzapuram, M.L.A.
  - (8) Mr. B. Venkatachalam Pillai, M.L.A.
  - (9) Mr. Mahaboob Ali Baig, M.L.A.

The Committee resolved to have Mr. T. Viswanatham, Parliamentary Secretary to the Hon'ble the Revenue Minister, as its Secretary.

3. Although it has been laid down that certain specified aspects of the problem should receive particular attention, the Committee feels that in order to discharge satisfactorily the task entrusted to it, the whole field of the existing legislation governing the relations between landholders and tenants should be surveyed, and as a first step towards this, the Committee will be glad to receive suggestions from the representatives of the interests involved.

4. In order to indicate to the public, the full scope of enquiry, the questionnaire appended hereto has been formulated by the Committee. All those who are interested in the problems affecting the tenants and zamindars are requested to prepare memoranda on the questionnaire, as also on points which are not mentioned in the questionnaire, but which may fall within the scope of the resolution and send the same to the Secretary of the Committee on or before the 1st of December 1937. It would greatly facilitate work and add to its expeditiousness if those who intend sending memoranda could send ten copies of the same to the Committee; where a memorandum is in a vernacular, an English translation of it may also be sent with advantage, if it does not cause inconvenience. The Committee will decide after receiving the memoranda, its future programme with regard to the taking of evidence from those who offer themselves as witnesses. The Committee trusts that it can look forward with confidence to the receipt of valuable suggestions for the solution of the problem that it has been called upon to solve.

(The address of the Secretary is "T. Viswanatham, Parliamentary Secretary to the Hon'ble the Revenue Minister, Fort St. George, Madras.")

FORT ST. GEORGE,  
5th October 1937.

T. VISWANATHAM,  
Secretary.

## ANNEXURE.

## QUESTIONNAIRE ON WHICH THE PUBLIC ARE REQUESTED TO SEND MEMORANDA TO THE COMMITTEE.

- I. (a) Who in your opinion is the proprietor of the soil; is it the zamindar or the tenant?  
 (b) What is the nature of the interest which the tenant has in the land as distinguished from that of the landlord?
- II. (a) What is a fair and equitable rent?  
 (b) What according to you are the considerations that should be taken into account in fixing a fair and equitable rent?  
 (c) Do you think that there should be statutory provision for remission of rent and if so, on what principles?  
 (d) Do you think it advisable to settle the rate or share of rent for a particular area once for all or do you think it advisable to enunciate the principles to determine what is a fair and equitable rent leaving to the officer or court concerned to arrive at the figure as and when a question arises?  
 (e) Do you think it desirable that the Provincial Government should have any reserve powers to revise, alter or reduce wherever they are inequitable by executive action through their Revenue Settlement Officers?
- III. (a) Do you think that powers of collection of rent now given to landholders under the Madras Estates Land Act require any revision?  
 (b) If so, on what lines?  
 (c) What in your opinion are the measures to be adopted with regard to the collection of rent and sale of holding, etc., in order to make the procedure simpler and less costly?
- IV. (a) Are the rights of the tenants to water-supply inherent as being appurtenant to the land or are they a matter of contract between them and the landholder?  
 (b) Has the landholder a superior right in the water-sources in the estate, and if so, what is the nature and extent of that right?
- V. (a) Do you think that all the estates should be surveyed and a record-of-rights maintained compulsorily?  
 (b) If so, what is the portion of the cost to be borne by the two parties concerned?
- VI. Can the landholder demand any levies, customary or otherwise, from ryots in addition to rent?
- VII. (a) What are the rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements?  
 (b) Have the tenants got any inherent right to use them for their domestic and agricultural purposes free of cost?  
 (c) What are the respective rights with regard to the public paths, communal lands and hill and forest porambokes as between the tenants and the landholder?
- VIII. (a) What, according to you, are the principles to guide the parties or courts to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works?  
 (b) Do you think that any rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation where the landholders fail to take necessary and proper steps?  
 (c) Do you think that such powers should be vested in the Government to be applied *suo moto* or on application by parties?
- IX. Do you think that yearly jamabandi as in the case of ryotwari villages is necessary?
- X. What should be the legal status of the undertenants in the zamindari areas in relation to (1) pattadar, and (2) the zamindar?
- XI. (a) Should the Board of Revenue continue to be the final appellate and revisional authority in proceeding between landholders and tenants or ryots or should a special tribunal be constituted for the purpose?  
 (b) In what courts, whether revenue, civil or special courts should actions and proceedings between landholders and tenants be tried?
- XII. (a) What are the reliefs and remedies to which the zamindar is entitled in respect of unauthorized occupation of lands by the ryots?  
 (b) Does the law in regard to collection by landholder of jodi, poruppu, kattubadi from inamdars require any revision?

# ESTATES LAND ACT COMMITTEE—MEMORANDA.

## PART I

**Memorandum by the Malukdar of Baruva estate in the Vizagapatam district,  
dated Baruva, the 28th November 1937.**

1. I adopt the views of the Madras Landholders' Association submitted by the said body in respect of the matters not dealt with by me in this memorandum.
2. In respect of question No. 1, my answers are as follows:—
  - (a) The question of proprietorship of the soil depends on the facts and history of the particular estate. In some of the estates, the zamindar is the proprietor of the soil, in others he is not.
  - (b) The answer to this question depends on the question whether the proprietorship is in the zamindar or not. If the proprietorship is in the zamindar, the tenant's interest is to cultivate and take a share of the produce for his trouble and expense in cultivating the land.
3. In respect of question No. II, my answers are as follows:—
  - (a) The question of fair and equitable rent is a matter dependent on the conditions of each estate and ought to be fixed with reference to each estate according to the said conditions.
  - (b) The considerations that should be taken in fixing the rate of a fair and equitable rent should be (1) the fertility of the soil, (2) the natural facilities of the land, (3) the number of crops that are annually raised on the land, (4) the kinds of crop that are usually raised on the land, that is, whether they are such valuable crops such as sugarcane or ordinary crops like paddy, etc., or dry crops. Even in respect of dry crops, there are valuable crops and ordinary crops which can be raised according to the nature of the land, (5) the market rates prevailing in the village in question in respect of the usual crops that are raised on the land, (6) the rate of yield of the crop per acre, (7) the rate of cost of seedlings and cultivation expenses per acre of the particular land in respect of the particular crops raised, (8) the nature of irrigation sources and the regularity of water-supply.
  - (c) There should not be any statutory provision for remission of rent. If there be any, it should be based on the difference of the quantity and value of the crop in respect of the land in question between the year of remission and the average quantity and value of the crop taken as the basis of the settlement of the rent.
  - (d) I think it advisable to enunciate principles to determine what is a fair and equitable rent leaving it to the officer or court concerned to arrive at the figure as and when a question arises.
  - (e) This is a general question on which I adopt the views of the Madras Landholders' Association.
4. In respect of question No. III, my answers are as follows:—
  - (a) The powers of collection of rent given to landholder require revision.
  - (b) There should be better powers to effect speedy and regular realization of the rents.
  - (c) On the question of the measures to be adopted to make the procedure more simple and less costly, I adopt the views of the Madras Landholders' Association.
5. In respect of question No. IV, my answers are as follows:—
  - (a) The rights of the tenants to water-supply are a matter of contract between them and myself in my estate.
  - (b) I have the sole right to the water-sources in my estate, as I myself maintain the irrigation sources.

G. BHOGIAH,  
Manager,

for Malukdar of Baruva Estate.

### Memorandum by the Raja of Bobbili.

1. While adopting, in the main, the memorandum submitted by the Madras Landholders' Association in answer to the questionnaire issued by the Parliamentary Committee appointed to inquire into the conditions prevailing in the zamindari and proprietary areas, the following brief supplemental memorandum is submitted on behalf of the Bobbili estate with reference to question No. II which is by far the most important question engaging the attention of the Committee.

2. As regards the consideration that should be taken into account in fixing a fair and equitable rent, it is necessary first to draw the attention of the Committee to the fact that in most cases, it would be found on an examination of the history of the rents in each village in the several estates, that there has been no arbitrary or capricious enhancement and that on the other hand, the existing rents have been in force for very long periods.

3. Taking the rents in the dry areas of the Bobbili estate first by way of illustration, the increase in the income derived by the estate from those areas is almost entirely traceable to the large extension of cultivation since the permanent settlement. If the acreage under dry cultivation at the time of the permanent settlement and the acreage now under dry cultivation are compared, it would be found that the latter would be several times the former. This is accounted for by the growth of population and the consequently larger demand for land, and the utilization of large areas which were previously banjar for the raising of groundnut, for which there was no demand and no market till some years ago. The rate per acre, however, taking the present extent and the present rental into consideration, would be very little, if at all, from the rate per acre arrived at by a comparison of the extent of cultivation prevailing at the time of the permanent settlement and the amount of rent which was being collected then. To some extent, the increase in the income of the estate from dry lands is explained by the resumption of akarams, and other service inams and the assessment of kammi jirayati or unauthorisedly occupied ryoti lands.

4. In regard to wet lands again, in order to arrive at a proper decision as to whether the present rents are fair and equitable, it would be necessary to examine the previous history of those lands since the time of the permanent settlement. The figures showing the approximate extent of wet cultivation in the estate at the time of the permanent settlement are available, as also the figures showing the rents, which were then being derived by the estate from those lands. The rents from wet lands at the time of the permanent settlement were in kind and continued to be so till about fasli 1320 or 1910 when they were commuted into cash rents under section 40 of the Madras Estates Land Act, in accordance with a judgment of the Madras High Court. In the case of wet lands just as in the case of dry lands there was also considerable extension of cultivation, though not perhaps to the same extent. This extension of wet cultivation was made possible by the large amounts spent by the estate on the construction, maintenance and repair of irrigation works. If the total grain rent that was being derived by the estate just before the commutation of fasli 1320 is compared with the extent of land then under wet cultivation and a comparison is similarly instituted between the grain rent derived at the time of the permanent settlement and the then extent of wet cultivation, it can be demonstrated that there was no enhancement of the grain rent deliverable per acre or other unit of measurement and that the excess of grain rent that was being derived at the time of commutation over the grain rent that was being derived at the time of the permanent settlement is the result almost entirely of the extension of wet cultivation. From the figures available as regards the prices prevailing at or about the permanent settlement, it would appear that the average price per garce was then taken to be about Rs. 13-10-8. Subsequent to the permanent settlement, the prices of food crops rose considerably, and the rate of Rs. 61-11-3 per garce adopted as the basis of commutation in 1910 was, in fact, far below the actual price prevailing about the time of the commutation or even subsequently. A bare comparison of the monetary value of the grain rent which was being derived by the estate at the time of the permanent settlement with the amount of cash rent that is being derived from the wet lands in the estate after the commutation, without reference to the several factors which have contributed to the increase and the circumstances in which the cash values of the grain rent were arrived at, is sure to be misleading. If the past revenue history of these lands is closely examined in the manner above indicated, it is impossible to escape the conclusion that the income that is being derived from wet lands in recent years in excess of the income that was being derived at the time of the permanent settlement is the direct result of the larger value, in terms of money, which the grain rents now represent, and the extension of cultivation which was rendered possible by the improvements in works or irrigation in the estate carried out by successive generations of zamindars. It would be fair and equitable to revert to the old grain rents, in the case of these wet lands and the same to be converted into cash according to a table of market prices of the locality published from time to time.

5. There is one other aspect which is ordinarily lost sight of and to which particular reference is to be made. In the case of unsurveyed estates, the extents that are shown in the pattas and muchilikas do not represent the actual extents of the lands in the occupation of the ryots. In some cases, they are arrived at by adopting an artificial conversion rate like the one adopted in the Vizagapatam district, for instance, of one garce of wet

land being treated as the equivalent of two acres and of one garce of dry land being treated as equivalent to four acres (vide Vizagapatam District Gazetteer, page 132). The ancient system of measurement was in terms of garces; a plot of land capable of producing one garce of produce being itself described as one garce of land. In the case of dry lands again, the original measurement may continue to be shown, notwithstanding large subsequent additions to the holding. Every caution is, therefore, needed against arriving at conclusion, from a mere arithmetical comparison of the rents and of the extents as they are given in the pattas and muchilikas, without reference to the actualities.

6. From what has been stated above, it would be fairly clear that the incidence of taxation of the land is no higher now than what it was at the time of the permanent settlement, that the cash rent per acre of dry land or the grain rent per acre of wet land (reconverting the existing cash rents of wet lands into grain quantities at the basic commutation rate) would be no higher than the cash rent per acre of dry land or grain rent per acre of wet land respectively at the time of the permanent settlement. There can, therefore, be no legitimate grievance that there has been any undue or improper enhancement of the rents in the real sense of that expression. The rates of rent, on the other hand, have been fairly constant since the time of the permanent settlement.

7. It is therefore submitted that the following considerations should be borne in mind in fixing a fair and equitable rent:—

- (1) There should be no interference with the existing rates of rent when they are shown to be longstanding going back in most cases to the time of the permanent settlement itself.
- (2) An interference with the existing rates of rent should be avoided on the mere ground that the total amount of rent, that is now being derived by the estate, is larger than the amount of rent that was being derived at the time of the permanent settlement. It should be particularly remembered in this connexion that the sanads issued to the zamindars at the time of the permanent settlement clearly and expressly assured and preserved to them the benefits that may be derived by extension of cultivation, and that in the case of certain estates, like the Bobbili estate, a particular amount was added to the peshkash to cover a possible future increase in the income of the zamindari and its capacity for improvement over and above the prescribed proportion of the then average rental which was usually taken as the peshkash.
- (3) There should be a close and impartial inquiry into the revenue history of each village with reference to available records in order to find out whether the real incidence of rent per acre is any higher than what it was previously; if it is not, there should be no interference with the existing rents.
- (4) Before any interference with the existing rents is decided upon, there should again be an examination of the fertility of the soil, irrigational and other facilities of the holding in question and the estimation, as accurately as possible, of the gross produce which could be raised on the holding. A comparison of rents with the gross produce of the lands, would undoubtedly, reveal that the zamindar is taking less than one-third of the gross produce in the case of wet land and much less than one-fourth in the case of dry.
- (5) There is no justification legal or otherwise for instituting a comparison between lands held under different tenures. Again fertility and irrigational and other facilities vary infinitely from one holding to another. A comparison therefore of different plots of land is generally not useful. The only proper method of determining whether the existing rent is fair and equitable is to find out firstly whether the rent in the past on that holding varied at all, and if it varied, to what extent; and secondly, to find out the proportion which that rent bears to the gross yield of the holding.

R. RANGA RAO.

**Memorandum by the Zamindar of Chemudu, dated Vizagapatam, the  
25th November 1937.**

I. (a) In September 1786, Lord Cornwallis became Governor-General of India with statutory directions "for settling and establishing upon principles of modern justice according to the law and constitution of India, the permanent rules by which the tributes, rents and services of the rajas, zamindars, poligars, talukdars and other native *landholders* should be in future rendered and paid." "The Court of Directors expressed the



opinion that the spirit of the Act would be the best preserved by fixing a permanent revenue on a review of the assessments and actual collections of former years and by forming settlements, so far as practicable with the *landholders*."

Then the Decennial Settlement of 1790 came into operation. This step was a preliminary to the permanent settlement. Three years later the proclamation of permanent settlement was issued and embodied in Register 1 of 1793. It was made known to all *zamindars*, independent *talukdars* and other *actual proprietors of land* paying revenue to Government that the *jumma* which had been or might be assessed upon their lands under the decennial settlement was fixed for ever and that they and their heirs and lawful successors might hold their estates at such assessment for ever.

In 1795 the Court of Directors intimated their desire to introduce permanent settlement into the Presidency of Fort St. George—Regulation XXV of 1802 introduced a fixity of tenure. The estate was assured to the *zamindar* as a hereditary and heritable estate and could so descend without the assent express or implied, of the sovereign power.

Looking at the history of the permanent settlement there can be no doubt that the proprietor of the soil is the 'landholder' as the very meaning of the term connotes.

(b) The tenant's interest extends to the peaceful and undisturbed cultivation of the land paying the rent fixed and observing the covenants laid down in the 'patta' granted to him.

II. (c) In the matter of determining whether statutory provision for remission of rent has to be made or not, the fact that *zamindari jirayati lands* are totally differently circumstanced from *Government jirayati lands* should not be overlooked. In the case of *zamindari jirayati lands*, the *zamindar* has to pay *peshkash* to Government which, as is well known, is not subject to any remission. It is quite inequitable to call upon the *zamindar* to remit a portion of what he collects from the tenants but himself pay the full amount that he, in his turn, has to pay to Government.

It has also to be stated that though remission of rent *de jure* is not granted remission *de facto* is being granted in justifiable cases. No statutory provision need be made and the matter may be left entirely to the discretion of the *zamindar*.

(d) & (e) There is adequate provision in Chapter XI of the Madras Estates Land Act for the survey and preparation of record-of-rights by a Revenue officer where either the landholder or not less than one-fourth of the total number of ryots apply for such survey and preparation of a record-of-rights. The fact that even in the case of many unsurveyed estates such applications have not been made, clearly shows that the tenants are not feeling any hardship and that the present legislative provision is quite adequate. There is already enough provision in the Estates Land Act for the reduction of rent, section 38.

III. (a), (b) & (c) Yes.

Sections 78 to 110 of the Estates Land Act deal with the distraint and sale of movable property of the defaulter. Though the landholder or his authorized agent may distraint property after observing the formalities prescribed in section 78 of the Act, he has no authority to bring the property to sale. He is required to make an application to an officer called the sale officer—vide section 92. The sale officer is ordinarily the *Firka Revenue Inspector*. The *amins* of estates who are the landholders' agents are as responsible officers as *Revenue Inspectors* and there is no reason why the landholders' agent himself should not be authorized to bring the property to sale. Sections 103 and 104 (1) make ample provision for irregularities in distraining and they may be suitably modified and amplified by making provision for irregularities in sales and *amins* empowered to hold sales. *Government Revenue Inspectors* have multifarious duties to perform; they are not able to conduct sales with promptitude and much delay is the result.

Another matter in which a change of law is needed is the right of the landlord to apply for the sale of the holding. This provision cannot now be invoked to realize an arrear of rent of any year till the following revenue year. There seems to be no valid reason why the landlord should not exercise that right to apply for sale under section 112 till the following year. When movable property is not available for distraint and as no sale of the holding can be applied for till the following revenue year, landlords are compelled at present to resort to the expensive process of filing a suit for recovery of rent under section 77 of the Act. This is not advantageous either to the ryot or the landlord. Section 112 may be so modified as to permit the sale of the holding before the expiry of the year in which the arrears have accrued. At present sales of holdings are held by *Government Revenue Inspectors*. There is absolutely no valid reason why estate *amins* who are the *mukhtars* of the landlord and who are as responsible officers as *Government Revenue Inspectors* should not hold the sales after observing the prescribed formalities of notice and attachment. The right to confirm the sale may be vested in the landlord and as in the case of

sales of Government lands the zamindar may treat the land as bought-in-land for the arrears due, in case there are no bidders. This would obviate the necessity of estate servants being authorized to bid at sales. As Government Revenue Inspectors have multifarious duties to perform they are not able to conduct sales with promptitude and much delay is the result. Of course the suit to contest the right of the landholder to bring the holding to sale may, as at present, be before the Revenue Divisional Officer and if he finds that there is no valid reason to stop the sale, he will order the sale and it does not matter seriously who actually holds the sale. Further it is always open to the pattadar to seek remedy either before the Revenue Divisional Officer or the Civil Court in case there is any abuse of the right to bring the holding to sale—vide section 213 (1) and (2).

Regulation XXIX is the Karnams Regulation. It was stated as the object of its passing, that the zamindar is required to maintain in each village the ancient office of karnam as an office of record. The preamble to the regulation recites "the office of karnam being still of great importance to the preservation of the rights and property of the people, it is expedient to provide for the *continuance of that* office of an efficient establishment." It is clear from that the karnam is an office which the zamindar had to maintain and he maintained by the grant of lands. The income from these lands was not included in the assets when peshkash was fixed. These grants were therefore treated as pre-settlement grants. After the enfranchisement of these inams was made and karnams were paid money salaries out of the fund called Proprietary Estates Village Service Fund, they began looking upon themselves as servants of Government and totally forgot that the office was first created by the zamindar and continued after the Permanent Settlement Regulation; these salaries are paid by the Government Deputy Tahsildar or Tahsildar and though the power of appointment (a shadow without substance) lies in the zamindar, he has practically no control over them and they have now come to think that they are no servants of the estate. Matters have come to such a crisis that if the karnam does not act antagonistic to estate interests, the zamindars feel highly relieved. Village headmen or munsifs though their salaries are paid out of funds carved out from inams granted prior to permanent settlement do much less work for estates. The very nature of the grants (pre-settlement connotes that the lands were granted by the landholders prior to the regulation. Instead of each time reporting against village munsifs, zamindars are managing their collection work by employing pettendars and paying them separate remuneration. The talsiyaris, another class of servants paid out of the Proprietary Estates Village Service Fund, do absolutely no work for the zamindar. If the prestige of the zamindar is to be maintained in tact, these three classes of officers should again be placed entirely under the control of the zamindar and he should be invested with full powers not only of appointment under restrictions but with powers of removal and punishment. The collection of the Proprietary Estates Village Service Fund and the payment of salaries should be made over to the zamindar when alone he would be treated by the village servants with the deference due to him. The hereditary rule in regard to these appointments should be abolished.

IV. (a) The rights of tenants to water-supply are not inherent as being appurtenant to the land. They are a matter of contract between them and the landlord. The water sources are maintained and kept under repair by the landlord. In many cases they have been formulated and brought into existence by the landlord as when he bunds up natural streams and supplies water by means of channels to lands. These contracts may be contained in the kadapas themselves or may form the subject-matter of separate agreements between the landlord and the tenant. In whatever document they may find place, they are not inherent rights appurtenant to the land but are rights brought into existence by a contract.

(b) The landlord as the person maintaining water sources in the estate has a superior right to them. He has the entire control over the sources, the right to distribute the water under the supervision of his subordinates and the power to extend, restrict or divert the water-supply at his option.

V. (a) The survey should not be made compulsory. If the landholder or one-fourth of the total number of ryots apply for it it may be ordered subject to the provisions of section 164 (1) of the Act. The legislative enactment now existing is wide enough to provide for the safety of the landlord as well as the tenant and no further provision is necessary.

(b) In case a survey is held indispensable the cost should be borne equally by the landlord and tenants.

VI. No levies customary or otherwise are being collected. In the case of dry lands converted into wet and cultivated with wet crops the landlord has the right to levy water-rate in addition to the dry rent.

VII. (a) Tenants have the right to graze cattle in lands reserved as grazing grounds at the time of the permanent settlement. They are allowed to remove wood for agricultural implements free of charge, if there are trees in jirayati lands held by them on patta. They have the right to graze cattle on hill porambokes on payment of some nominal fee. A ryot paying Rs. 100 as rent per year is called on to pay one rupee per year irrespective of the number of cattle. The ryots can remove green manure and fuel for domestic and agricultural purposes on payment of a nominal fee of one or two annas a cart-load.

(b) They have no inherent rights. They can remove wood for agricultural and domestic purposes within specified limits on permits from the landlord.

(c) In regard to communal lands tenants have a right to use them along with the entire tenantry. There is absolutely no restriction on the user of public paths anyone may use them.

In regard to hill and forest porambokes which are the property of the landlord, removal of wood is permitted on payment of seigniorage to the landlord who charges concessional rates for domestic and agricultural purposes and full rates on removals made for trade purposes.

VIII. (a) It is very much in the interest of the landlords themselves to maintain irrigation sources and except perhaps in very rare cases, they are maintaining them in good condition. The irrigation sources whether they be tanks or channels are owned and maintained by the landholders and it is not just or equitable that courts should interfere. The Estates Land Act as it stands, has made ample provision (Chapter VIII, of the Act). The existing provisions of the Act are such as would ensure a proper maintenance of irrigation sources without at the same time exposing the landlord to vexatious complaints by the tenants. There are very few instances in which Government had really to interfere, clearly showing that the provisions as existing are adequate. The interests of tenants are enough safeguarded.

(b) No further rights need be invested in the Provincial Government in regard to the repair or maintenance of irrigation works as the present provisions in the Estates Land Act are sufficiently protective of ryots' interests.

(c) It is, as already noted in the answer to question VIII (a) very much in the interests of the landlord to keep the sources in good repair. If the sources are neglected, the tenants will not be able to raise crops and the landlords will not be able to collect their rents. Landlords are well alive to their interests and they always do their best. If however they fail to do so, the tenants have the right to represent to the revenue authorities and there is no reason to suppose that they will not do so when there is real necessity. It is sufficient if Government interferes on the application of parties. There need not be a provision for interference by Government *suo moto*.

IX. Even in the case of ryotwari villages it is doubtful whether yearly jamabandi is necessary. The questions that generally arise there, are poramboke occupations and unauthorized irrigation. These do not exist on any appreciable scale in the case of zamindari villages and an annual jamabandi is quite unnecessary. At the most jamabandi once in five years is quite sufficient.

X. In the case of a zamindari estate, there are already three bodies, the Government who are entitled to collect peshkash, the zamindar who is entitled to collect rent and the tenant paying it. Tenants of zamindari jirayatis generally cultivate the lands themselves and there are very few sub-tenants and they do not require any special recognition. If the under tenant should be given any sort of legal recognition and he be placed beyond ejectment by the tenant serious complications will arise. The landlords are at present quite helpless in regard to getting rid of undesirable elements and if another set of undesirables should be added, their lot is not enviable.

XI. (a) At present there are certain matters in which the Board is the final authority and there are other matters in which the High Court has jurisdiction. There is no need to create a third special tribunal.

(b) If actions and proceedings between landholders and tenants are tried in separate tribunals, presided over by Government officers having knowledge of the civil law, litigation will be less costly. Appeals however should lie to the District Court and the High Court.

XII. (a) The landholder can sue for rent if the rent on the land is already fixed or apply to the Collector for a proper rent being determined under section 163 of the Act if no rent is already fixed and for a decree for the rent so determined. He is also entitled to damages not exceeding the rent fixed or determined for such unauthorized occupation.

(b) The law in regard to collection by the landholder of kattubadi and jodi requires revision. These items are generally very small and it is at present very expensive to sue in the civil courts for their recovery, however small the amounts may be. It is not in the interest of the inamdars either that the suits for their recovery should lie in civil courts. Village officers may be directed to collect them on behalf of the zamindar along with the quit-rent payable to Government and if collection is not possible in any case, suits may be made to lie in the Revenue Courts.

V. NARAYANA GAJAPATI RAJU, M.L.A.,  
Zamindar of *Chennudu, Humma, etc.*, and Proprietor  
of *Anakapalle, etc.*, estates.

#### Memorandum by the Zamindar of Urlam.

Before examining in detail and preparing a memorandum on the questionnaire issued by the above committee set up to report on the conditions prevailing in the zamindari and other proprietary areas with a view to passing legislation that may be considerable desirable, the first and foremost point that should be drawn to the attention of the members of the committee is to cancel October and December as the months for the instalment payment of the peshkash in zamindari areas and adjust the same from January onwards up to June of each year. The reasons for it are explained hereunder, before going in detail to the questionnaire.

The payment of peshkash by the zamindars to the Government is so arranged that they have to pay in five instalments beginning from October and the remaining four instalments being paid on December, January, March and April of each year. It is not known, on what basis they have fixed up October and December as two of the instalments.

In the payment of the first two instalments, namely, that of October and December, greatest difficulty is being experienced every year, for the reason that the ryots are quite unable to pay rents during that period of the year. The reason being, that the ryots are in the mid-harvest season and all their little grain and money is used up and invested in one way or the other for the cultivation of their lands, buying of seeds and reserving a little for their food.

The fruits of their labour, namely, the yield of their crop will commence from the last week of December and their capacity of paying the rent demands of the zamindar virtually will commence from the beginning of January. As such, it is obvious, that the zamindar could only collect his revenues from the month of January and his position for the prompt payment for all the instalments of the peshkash will be sound and secure from that time onwards.

For the reason stated above, the zamindar's position is very critical and difficult for meeting the October and December instalments, arising always in delay or non-payment on the due dates by him; as he in his turn is quite unable to realize his rents from his ryots who are in the worst period of the year.

The Government, on the other hand by executing decrees or attachments on the zamindar, for his delayed or non-payment of the instalments during these two months, is only driving the zamindar in his turn to proceed similarly on his ryots who are ultimately the innocent and pitiable sufferers.

Besides, the ryots not being fully aware of the purport of this action on the part of the zamindar, there often springs up strong antipathy, eventually, breaking up the cord of smooth and sympathetic understandings between the two. The long existing amicable understandings between the two are thus deteriorating every year and they are gradually separating themselves, as each year the zamindar is bringing pressure on them during the months of October and December.

The Government would be doing themselves a good thing and saving worry on the part of all concerned, by cancelling these two instalments of October and December, and shifting the payment of these amounts from January onwards to June. This will help in the existence of good understandings between the zamindar and ryot, which is an essential feature in the running of the Government.

#### Answers.

I. (a) Certainly, the proprietor of the soil is the zamindar and the ryot is merely empowered to hold the land under the zamindar on a contract to pay rent for the land to the zamindar for use and occupation of it and he has no proprietary right over that.

(b) The zamindar is interested in the land to the extent of seeing that proper water-supply is given to the lands and that all irrigation sources are well maintained, whereas the ryot is interested and responsible to the extent of fertilizing the soil and looking after its healthy condition to get good yield of crop.

II. (a) The fair and equitable rent is that which is lawfully payable in money or kind, or in both by a ryot, which enables him to pay off easily, without his running into the hands of money-lenders on this score. If the ryot will pay whatever produce he got ready at hand instead of the landholder or the zamindar *insisting upon money payment alone*, there will be no reason for the ryot or the landlord to experience any difficulty whatsoever, the former for giving and the latter for taking. This system of collecting the rent is the most happiest method.

(b) The rent should be fixed on the consideration of the fertility and yield of the land and the existence of sumptuous water-supplies and other special features and advantages of the locality of the land.

(c) There need not be any statutory provision for the remission of rent for the reason that there is not a corresponding remission of *peshkash*, as the failure of the crop is felt keenly both by ryot and zamindar affecting considerably their respective incomes.

Without the existence of this statutory provision many generous zamindars are showing large remissions, in addition to section 38 of the Madras Estates Land Act on other grounds also, to the ryots, where they are in real loss. But the ryots still clamour for more remissions beyond reasons. A detail investigation will reveal the veracity of the statement. In spite of this, there is to be statutory provision for rent remissions to the ryot, it is reasonable and just, that there should be also a statutory provision for a proportionate remission in *peshkash*, to be fair and equitable.

(d) The question seems to be aimed at fixing permanent rents to inam lands as in the case of *jirayati* rents now in vogue. If this is the aim of the question, it is better to fix it on the basis of the rents of the neighbouring zamindari areas, taking into consideration at the same time, on the fertility, water-sources, etc., of the area in question. If on this basis the rent is fixed, the ryot is still dissatisfied, he may be allowed to go to court on this point.

(e) It is undesirable, that any reserve powers should exist in the hands of the Provincial Government, to alter or reduce the rents wherever they are inequitable, as it could be very easily fixed up on the basis of the rent of the neighbouring zamindari areas, where there is no complaint with regard to their rents which they are paying for a long time, with satisfaction.

III. (a) The powers of collection of rent, given under the new Madras Estates Land Act as amended, rendered the easy scope for easy collection difficult, entailing a criminal waste of money. Especially, section 112 and sub-section (3) of section 123 require to be kept as they were before amendment.

(b) It is far better if they are restored to their old method and form, which method is self-sufficient in itself and replete with all necessary requirements and either subtraction or addition to it, is quite unnecessary. If the new amended methods are followed collection work will become a farce.

(c) Before the amendment of section 112 of the Madras Estates Land Act, the notice on the defaulter was served through the Collector without having recourse to the amended method of serving through *registered post*, which is a sheer waste to an appalling degree. In a patta, if there are so many defaulters and if each of the defaulter is served individually, with notices through registered post, it will not only entail loss of expenditure, but worry also in the bargain. This method of serving notices, not a whit shows the slightest improvement or betterment over the old method, either from financial or economic points of view. To recover an arrear of rent under this system is 'just like trying to catch the rat by digging the mountain.'

Then, for the delivery of the land one must make a Herculean effort, under the new amended sub-section (3) of section 123. In this section, before the delivery is made, the importance of Gazette notification followed by shelling down 'heavy poundage' is introduced and insisted upon, making the procedure all the more complex. The delivery of the land, by the time-consuming and money-evaporating process, will take place after so long a tedious waiting, by which time, a crop growing opportunity will be over.

Then the next thing in serving pattas, it is expressly laid down in the new amended Madras Land Act, that they also in their unfortunate turn should be served through registered post. It would be far better if it is laid down that pattas should be served, to ryots in distant places, through registered post instead of sending to each and every individual ryot even though they are next door neighbours.

If this system of serving pattas to ryots through registered post is insisted upon, to add to the income of postal revenue, a better and cheaper method can be adopted by taking a stamped receipt for the patta tendered, to avoid the criminal wastage of sending through registered post.

IV. (a) The water-supply is not appurtenant to the land and as such the right of the ryot to it, is only by way of contract with the landlord, who has the sole control over it and in its upkeep.

(b) Certainly the landlord has the superior right over the water-sources in his estate, as he is undertaking to the proper maintenance of them, for the regular water-supply at his own expense and supervision, for the good of his ryot in his work.

V. (a) The Local Government must necessarily issue orders that all estates should be surveyed and a record of rights be maintained compulsorily, to place the landlord and ryot in a better know of each others position.

In the unsurveyed estates, the zamindar is at a fix to know the particular extent of the land which a particular ryot enjoys in a joint patta system. The zamindar cannot separate the joint patta unless the lands are surveyed and each one's extent is known. In the joint patta several ryots are entitled to a holding and all of them will constitute one person and each of them pays his rent, according to his respective enjoyment, which is not definitely known. In it, some completely clear their dues and some totally fail to pay even a single pie. Just like good and evil, the defaulters and regular payers, are combined, and the arrear of rent which remains on the whole patta, essentially forms into a joint liability, with the consequence, the prompt payers have to be joined for the realization of the arrear on the whole patta. Due to this difficulty, the prompt payers should be joined, in the list of defaulters, giving trouble to the good ryots.

In a joint patta, the defaulters can never realize their sense of responsibility, until such time, individual pressure is applied. If the survey is done, each ryot's extent in the joint patta will be known and when patta is separated each, should necessarily stand up on his own legs and realize the responsibility and seriousness. By the clearness of this method, it will, in a comforting degree, facilitate collection work.

The second and more vital reason to get the survey done, is to prevent *encroachments* and to detect the already encroached portions. There are many dry lands converted into wet, paying only dry assessment, which means enjoying the wet at a very low rent, which is a loss to the zamindar.

If survey is done, the ryot also will be benefited, to regain the encroached portions his neighbouring ryot has made in his lands. In fine, it is quite essential, that survey should be made.

(b) The proportion of the cost of survey, is to be borne by zamindar and ryot, half to half.

VI. It is not justifiable for the landlord or zamindar, to demand in addition to rents, by way of custom or otherwise, anything from the ryots, but he can accept, if offered voluntarily by the ryot, without the least compulsion on the part of the zamindar.

VII. (a) Facilities for the grazing of cattle may be allowed on the porambokes and also on other free lands, without injuring crops and other property. With the permission of the zamindar, a ryot may be allowed to cut off such portion of wood, as required for his agricultural implements, only from lands which do not pay any rent. The ryot has only right to cut off trees lying on jirayati lands, paying rent to the zamindar.

(b) The ryot has no inherent right whatsoever, to the trees on lands belonging to the zamindar and over which there is no rent fixed.

(c) As communal lands are useful to both parties, both have equal rights to them, but as forest and hill porambokes, zamindar only has the right, for the reason, that they belong to him and that he takes interest and responsibility in the upkeep and improvement of them.

VIII. (a) The scheme for the maintenance of irrigation sources and works, is to be allowed to be followed on the same principles and methods, as adopted up to now, by both the parties, in each of the villages.

(b) No rights should be vested with the Provincial Government, to undertake the repair or maintenance of irrigation works, where the landholder fails to do the same, but resort may be made to section 135 of the Madras Estates Land Act, in all such cases.

(c) As per amended Act, section 20-A, both parties should apply to the District Collector and the same procedure as followed hitherto, to be followed in future also, but no special and new power to be vested with the Provincial Government.

IX. (a) It is highly useful and necessary, that yearly jamabandi is extended to zamindari areas, as in ryotwari villages.

X. (a) (1) *Pattadar and under-tenant*.—Pattadar has right to the land leased out and also right for tilling the land and such other incidental rights. What the pattadar enjoys to the land of the landlord, the under-tenant has not.

(2) *Zamindar and the under-tenant*.—There is no direct link or relationship between the zamindar and the under-tenant but so far as payment of rent due to him on that portion of the land, under the under-tenant, is not received by him in due time, then the zamindar has control and right over that portion of the land with the crop on it, under the cultivation of the under-tenant but not directly on the person, namely, the under-tenant. This portion is also to be altered by making some provision by which the zamindar has a hold on the under-tenant also.

XI. (a) The Board of Revenue should continue to be the final appellate and revisional authority, in proceedings between landholders and ryots, but no special tribunal is necessary.

(b) Actions and proceedings between landholders and ryots, should be tried in civil and revenue courts, with the recently enhanced stamp duties decreased, to the level of the old rates of stamp duties.

XII. (a) Unauthorized occupation of land by ryot may be dealt with, under sections 21 and 163.

(b) No revision or alteration is required on the existing laws, in regard to the collection of jodi, poruppu or kattubadi.

**Memorandum by the Senior Proprietor of Bhyripuram, dated Vizianagram, the 30th November 1937.**

I. (a) The zamindar is the proprietor of the soil for the following reasons :—

- (1) The tenant can relinquish the land at his sweet will and pleasure under section 149 of the Estates Land Act.
- (2) The burden of repairing the lands vests in the zamindar when silted up and not in the tenant.
- (3) Only the upper surface is leased out to the tenant.
- (4) The right of minerals in the subsoil is of the zamindar and not of the tenant just like in ryotwari tracts as per section 7 of the Estates Land Act.
- (5) The zamindar is primarily responsible for the payment of quit-rent and other cesses.
- (6) The zamindar has the right to lease out the land when relinquished by the tenant.
- (7) Inam title-deeds confer the right of converting the land into a freehold on payment of 20 times of the jodi, etc.
- (8) The proprietor or inamdar paid for both the varams, but the tenant did not pay even a pie out of it in the case of "purchased inams."
- (9) The lands were improved at the expense of the zamindar and not of the tenant.
- (10) The maintenance and upkeep of the tanks and the water-sources vest in the zamindar.

- (11) The inamdar is made to attend to the formation of new tanks, sinking of wells and schemes for fresh projects of irrigation.
  - (12) The zamindar is the melvaramdar, thereby meaning that he is the proprietor of the soil.
  - (13) The zamindar is responsible for the payment of taxes and cesses though the land is left "kundakam."
  - (14) The tenant is not in any way responsible either to the Government or to the landlord except for the payment of the stipulated rent for the actual extent of land in his cultivation.
  - (15) In the recent boundary survey, rent was fixed for Bunjars fit for dry or wet cultivation and he, the landlord, has been paying land cess on that revenue also though they are not brought under cultivation up to now.
- (b) The zamindar has got a vested right in the land and the tenant contingent, one, so long he continues the payment of rent he will be allowed to be on the land, otherwise his holding shall be put to sale under section 114 of the Estates Land Act.

II. (a) The equitable rent is half of the produce of all the crops raised on the land and this forms swami-bhogam or (melvaram share), i.e., the share that goes to the landlord. Generally, the prices of food stuffs vary, and as the value of an article depends upon supply and demand, no hard and fast rules can be laid down. The cost of half of the shares of the produce is to be estimated under the present day prices and a cut of 10 per cent is to be provided against drought and famine since famine occurs once in ten years according to Sun's spot theory. The settlement must be effected once in five years (quinquennial) and not in once in twenty years as contemplated under section 39 of the Estates Land Act.

(b) The considerations to be taken into account while fixing the rent are :—

- (1) The nature of the soil whether fertile, saline, sandy, retentive of moisture, and of easy ploughing.
- (2) The nearness of the land to the village.
- (3) Water facilities such as the proximity of the tanks to the lands.
- (4) Water sources and their nature such as tanks, perennial or inundation canals, etc.
- (5) The yield of the land in proportion to the seedlings.
- (6) The quantity of the drainage it receives such as 'Muragadi' from the village.
- (7) The quantity of seedlings required.
- (8) Whether the land is under 'increasing returns' or 'diminishing returns' or reached the maximum yield.
- (9) The number of crops that can be raised in a year.
- (10) The amount of labour required for raising the crops, in relation to the carrying of manure, produce, transplantation, harvesting, and tilling of the soil.
- (11) The cheapness of labour.
- (12) Proximities of the market.
- (13) Means of communication.
- (14) Carriage of produce to the market either by land, rail, and sea.
- (15) The prices of the food stuffs of the present day.

(c) Since provision is made in fixing rent for famine and drought, no provision need be made for remission of rent.

(d) The rate of rent of a particular parcel of land should not be fixed once for all for the following reasons :—

- (1) The prices of food stuffs generally vary.
- (2) In times of war, the prices will go high, say, even three times more than what they were in ordinary times.
- (3) So is the case in famine.
- (4) Since the composition of the earth is varied, i.e., the soil consists of several layers, fertile lands become saline and saline lands will become fertile by copious and heavy rains and constant flow of water.
- (5) This is why a quinquennial settlement is proposed.



- (6) Taking into consideration the above facts, ablest and eminent, finance Ministers such as Thodarmal and Balaji Viswanath did not fix the rent permanently.
- (7) Even going as far back as the Hindu rulers, they never fixed the land revenue permanently.
- (8) Even Chanikya, the famous author of Artha Sastra, etc., did not make any provision for fixing the rent permanently.
- (9) When a question of rent arises, it is the civil court that should decide and no other court is competent to deal with this question.

(e) Provincial Government should not be delegated with any powers in respect of fixing rent. The interference of the Government is unnecessary and uncalled for as the civil courts are the proper tribunals for the fixing of rent, but care should be taken in taking into consideration the ruling prices of the day.

### III. (a) Yes. Powers of collection of rent require revision.

(b) The mode of collection of rent now prescribed under the Estates Land Act is very laborious and tedious. At every step, the zamindar shall be in need of the help of the Government officials. Sections 112 and 114 of the Estates Land Act, provide a right to the zamindar to bring to sale the tenant's holding. But the procedure prescribed is very tedious. The zamindar can sue the tenant for rent under section 77 of the Estates Land Act. But all these powers are to be exercised through revenue courts. The so-called revenue courts of nowadays have to attend to the following work before they reach to rent suits.

- (1) Receiving of complaints.
- (2) Attending to police cases and calendar cases.
- (3) Criminal cases by private parties.
- (4) Maintenance suits.
- (5) Village officer's suits.
- (6) Bind-over cases.
- (7) Criminal Tribes Act cases.
- (8) Bus cases.
- (9) Receiving of process and fresh rent suits.
- (10) Summary suits of first hearing nature.
- (11) Posting of rent suits and settlement of issues.
- (12) Lastly trial of rent suits.

As the work is very heavy, the revenue divisional officers cannot attend to revenue suits without any suffering to their original legitimate work. Consequently, they are driven to the painful necessity of posting these suits from camp to camp, just like a football kicked from one goal to another. In most of these suits, *the amount spent towards process and battas to witnesses exceed the suit amount.* The troubles of the zamindar are so numerous as no tongue can express. "God alone knows." In his objects and reasons, the Hon'ble Mr. B. Munuswami Nayudu stated that the jurisdiction of the rent suits should be transferred from the civil courts to the revenue courts, where they can be easily disposed of. But it is not the case, in practice. There is an inordinate delay in disposing off these suits in revenue courts for the reasons already narrated above. The zamindar, within a period of three years can have the suit decreed. Now begins fresh troubles of the inamdar after getting the decree into his hands. The decree is to be put in motion. For so doing, the decree-holder is in need of police aid under section 80 of the Estates Land Act. To secure this is no easy task. Much money is to be spent in attending to the comforts of the police officers. Without police aid, no decree can be executed under the present day tenor of the civilized world. For the decree-holder to realize the decretal dues undergoing the ordeal prescribed in section 77 to 134 of the Estates Land Act, it takes, say, not less than three years. Meanwhile, the zamindar has to file a fresh suit for the recovery of the rent of subsequent faslis, lest they should get time barred. In fine, in this litigation, both the tenant and the zamindar shall be ruined and hence the powers of collection of rent should be revised. The following are the suggestions :—

- (1) Since rent is made the first charge on land as per section 5 of the Estates Land Act a tenant must be ejected as soon as he falls in arrears of one instalment and before the second instalment becomes arrear, since the procedure

already in existence is very laborious and tedious. The tenant will always be regular in payment of his dues either to his landlord or to Government only when he fears that his occupancy rights shall be endangered.

(2) After the land is put to sale and purchased by the zamindar in the court sale, it must change its tenure, i.e., it should not be considered as ryoti land, but the zamindar should be considered as the owner of both varams, otherwise, he cannot get the decretal dues collected. Because no one will come forward and pay arrears since the new coming tenant shall acquire occupancy rights as soon as he gets into the lands and since no zamindar can keep his land without leasing out, lest he should lose rent. Hence, the zamindar is to lose the decretal dues and the new coming tenant shall lay the same tune on the harp. Thus the zamindar is ruined. Hence he must have occupancy rights in the lands purchased in court sales (bought-in lands) as opposed in section 10 (b) (iv) of the Estates Land Act. Thus the zamindar is robbed of his rent now and for ever, since the cultivating tenant can play the same game all throughout unless and until the zamindar takes it up for seri or own cultivation, under the existing rules which is impracticable.

(3) The rent suits and ejectment suits must be filed in civil courts as its business is not varied unlike revenue courts. Revenue courts are courts intended for the collection of Government revenue, the procedure of which greatly differs.

(4) In the case of tenants who die without leaving any legitimate heirs, the occupancy right must merge in the inamdar, who can use the land as his private land. Because in case of dispute, as to who should be the legal heir of the deceased's property, the zamindar has to lose rent unless the question is decided by the court, which generally takes, say, some two or three years to decide. The zamindar should ascertain, who the legal heir of the deceased as decided by the court, and then sue him for the recovery of rent which may take a further period of three years as the procedure laid down in section 77-F to section 79 of the Estates Land Act, which is impracticable in the case of petty zamindars who own tiny parcels of land. Because, a major portion of the whole inam village is in the hands of tenantry who became proprietors by virtue of purchase. If a peep is made into the registration records, one can easily imagine that the vendors in 90 per cent of the sales are the poor so-called minor proprietors created under the new legislature, i.e., Act XVIII of 1936, and the vendees are the tenant population. It must be clearly borne in mind that the position of the minor inamdar in a whole inam village is in no way better or equal to that of a tenant but less and miserable and hence the dire need for the revision of powers of collection of rent.

(c) To make the procedure simpler and less costly, the tenant should be made to understand clearly that he will lose his occupancy right in the holding if he allows the first instalment become arrear and does not pay the same before the second instalment becomes due. The tenant under no circumstances is to alienate, sell, mortgage his occupancy right in the land except in court sales under section 112 of the Estates Land Act. It is this fear that makes him prompt in payment of rent and thus save thousands of minor inamdars and tenants from the pangs of unhappy and costly litigation which results in their ruin.

IV. (a) The rights of the tenants to water-supply is not inherent but contractual between them. Section 138 of the Estates Land Act clearly provides the right of the tenant to application for repairs of irrigation work and section 139 (3) creates the right of the costs of the repairs to be collected as revenue dues. If the tanks are tidy, the tenant will pay rent, otherwise no. And hence they are contractual.

(b) The landholder has a superior right in the water, since he shall have to attend to the upkeep, maintenance and repairs which are purely at his expense.

V. (a) Better that they should be surveyed and a record of rights maintained but not compulsorily, it is optional.

(b) Both the parties should be made to bear the costs equally and the tenant must be made responsible for the maintenance of survey stones and marks.

VI. No landholder can demand or levy any other dues on the tenant except rent, land cess and allied cesses.

VII. (a) The tenant can graze cattle on the porambokes and tank beds since the cultivation of the latter is prohibitive lest the tank should be silted up. With regard to agricultural purposes only, provision is made in section 12 of the Estates Land Act.

(b) No.

(c) Public paths and communal lands are intended for the use of the public and villagers. The tenants have not got any exclusive right. They should be used for the purpose for which they are intended. In most of the villages, the tenants have encroached upon communal lands and houses were constructed thereon and now they should be removed. In the case of hill and forest porambokes, the landholder has got a right over them and not the tenant for the following reasons :—

- (1) Agricultural countries are all monsoon countries.
- (2) For carrying on agriculture, we must have rains.
- (3) It is forests that bring rain and the reservation of forests is quite essential for the carrying on of agriculture.
- (4) Better the Provincial Government should reserve the right to itself instead of vesting it either in the zamindar or the cultivating tenant.

VIII. (a) For the maintenance of irrigation sources and works the landholder is to attend to them meeting the cost of monsoon damages from the fishery rents and where not sufficient to supplement the same from his purse. As a rule, every tank must be repaired once in 12 years and an amount not less than one year's rental is to be spent on repairs.

(b) Section 139 of the Act provides rights and no new rights need be created.

(c) Government should take action on application from parties but not *suo moto*.

IX. Not compulsory but optional.

X. The under-tenant, the tenant who actually cultivates the land should also be made responsible to the landholder for the payment of rent and it is but just that he must have occupancy rights in the land. The system of under-tenancy must not be encouraged but abolished. The land should not be leased out to the tenants without the knowledge of the landholder, if at all it is desired that it should exist.

XI. (a) No. Civil courts will do for this purpose.

(b) Action and proceedings between landholders and tenants be tried in civil courts and in no other courts as they are thoroughly conversant with the civil law and specially trained for that purpose, being assisted by men of vast knowledge of law, and having no extra work like revenue courts. If the civil courts cannot cope with the work, special courts of similar status may be constituted.

XII. (a) In respect of the unauthorized occupation of lands, the encroacher should be made to pay the existing rent and twice of it towards penalty, and ejected from the land. The zamindar should have the right to lease them out by public auction.

(b) No. It may be collected just like rent on 30th June of every year.

*Other suggestions.*

In fine, it is submitted that the cultivating tenant is the controller of the purse, as he is the man to market the produce of the lands. Out of the sale-proceeds, he shall have to meet his demands (both necessities and luxuries including gambling and drink). Whatever little that remains he may pay to his landlords for fear of court if he cares for his self-respect; otherwise, even the courts could not compel payment as the Debtors' Insolvent Act comes to his rescue. Besides, he has no fear for jail in these days of non-co-operation. Under these exigencies, what is to be done is left in the hands of our learned Honourable Congress members of the Madras Legislative Council.

TATA SURYAPRAKASA RAO,  
Senior Proprietor of Bhyripuram.

**Memorandum by the Vizagapatam District Landholders' Association, dated Tekkali,  
the 29th November 1937.**

I. (a) The zamindar is the proprietor of the soil as per the terms of the sanad milkid' istinrar.

(b) The ryot's interest is to cultivate the land with his own capital and labour and take half the gross produce and the other is of the landlord. Land suits judgment and muchilkas expressly retide so.

II. (a) Half the gross produce as stated above subject to customary increased rates in special areas and lesser rates of 2/5 or 1/3 in cases of crops requiring special labour as provided in cowles and cash rents for crops like sugarcane at the rate of Rs. 4 to Rs. 5 per acre.

(b) Water-supply, quality of soil and the quantity of seed required are the considerations to be taken into account as also average rent of 10 years excluding famine years.

(c) No. Statutory provision is necessary. Madras Estates Land Act is exhaustive and meets all needs. Where cash rent is fixed the question of remission arises and in that case according to market prices.

(d) The rate of rent may be settled once for all for each particular areas subject to customary levies and existing rents may be fixed once for all.

(e) No reserve power necessary as Madras Estates Land Act's provision being quite sufficient.

III. (a) Yes.

(c) The rights under sections 77, 78 and 112 may be extended to three years uniformly be extended to 30 days for both and the fee of one rupee for sale batta may be fixed at one rupee on any number of applications of the same village as in the case of pattas tendered through taluk officer.

IV. (a) The rights of the tenants to water-supply are a matter of contract between the ryot and the landholder; landholders spending enormous sums on irrigation sources when ryots agree to pay enhanced and additional rents.

(b) He has a superior right. He maintains the tanks and can regulate the flow of water to all holdings uniformly.

V. (a) Yes. Necessary to know the magnitude and extent of each holding.

(b) Half and half as is customary.

VI. It is customary that defaulting ryots do pay batta to person sent to collect rents and other customary commissions paid to village officers and temples and specimen of present produce to the landholder in token of the harvest of each crop and also levy of water-rates.

VII. (a) Grazing areas are free except in reserve hills and forests. Wood and other things allowed with special permission as also for green manure.

(b) No. They pay where allowed.

(c) No ryot can encroach on public paths or alienate communal lands. Hill and forest entirely belong to the landlord.

VIII. (a) According to area, ayacut and rents existing order always to be maintained provided that the ryot is not in arrears.

(b) No. If after due notice the landlord fails to execute the repairs, Government may execute on the application of the ryots depositing the arrears of rents due from them.

(c) Only on the application of the aggrieved party giving notice to the other.

IX. Yearly jamabandi is quite necessary.

X. (a) The under-tenant should have all the rights and liabilities of the pattadar to the landlord.

(b) He is responsible to the pattadar for any amount remaining over and above the rent paid to the landlord.

XI. (a) No.

(b) Special Judicial Officers from the senior munsif's cadre may be appointed for Madras Estates Land Act work. Appeals from them may be made to the High Court, one of the judges taking up Madras Estates Land Act work. Summary proceedings may continue to be as at present.

XII. (a) Penal rates may be levied at 20 times the rate of neighbouring lands as premium or ejected on default.

(b) No. The present law is quite enough.

*President of the Vizagapatam District Landholders' Association.*

[The same copy has been received from the Senior Zamindar of Patha Tekkali, etc., estates.]

**Memorandum by the inamdars of Bobbili taluk, Vizagapatam district.**

I. (a) The owner of the soil is the proprietor of the soil. As the former zamindar had been the owner, the zamindar having been the assignee of the then supreme rulers whoever it might be, it was he, the zamindar, that was the real proprietor both in law, practice and usage. The tenant got entry into the land as cultivator temporarily at the outset by contract.

(b) The tenant at will has got cultivation right by contract, which right has been let by the landlord who has been the absolute owner of the land which absolute ownership includes cultivation right also.

*N.B.*—As the zamindar had been the real absolute owner of the soil, he could also create inams like the supreme rulers in addition to those that were created by the supreme rulers themselves. The zamindar as well as the supreme rulers created almost all inams on the same principle as they let out lands to the then tenants for cultivation. That is why some amount of rent, be it low or high, was reserved by them to be paid by the grantees to the grantors in the name of kattubadi, jodi, etc., by whatever name they are called. Hence, these inamdars also—their inams pre-settlement or post-settlement, whose village inams or portions of villages grants—have been hence absolute owners of the soil in their inam lands.

Besides there were many cases where the inamdars were themselves the actual cultivators, and in addition to that said cultivation right or kudivaram right as at present called, the so-called melvaram right also was granted by the grantors whoever it might be. The inamdars in some other cases were granted both warams at one and the same time. Lastly as a third case, the inamdars, where they had only melvaram right by grant, acquired kudivaram right also according to law subsequently, whereby at least subsequently, they had become owners of both warams. But as the zamindars are owners of enormous blocks or tracts of tens of thousands of acres, with a view to benefit the zamindari tenants the Estates Land Act of 1908 was passed of course by influencing them administratively; and almost with their consent the said Act was passed. By this, it should not be presumed that the zamindars were not owners of, and could not grant, both warams when inam grants were made (vide the memorandum published on 16th October 1921 in M.W.N. of 1921). The zamindars have been subsequently defined as purely melvaramdars after the Estates Land Act of 1908 was passed. There are numberless decisions of the highest tribunal to show inams of subsequent origin also have been granted with both warams. If for argument's sake, the zamindars were only melvaramdars even at the time of grants of inams, as the grantors levied kattubadi, etc., on the inams at or after, the time of inam grants, the inam tenure is more akin to ryotwari tenure than to the zamindari tenure (vide the abovesaid memorandum, where the reasons were exhaustively explained in support of this view).

The above statements were made according to the former law. My opinion is that there must be law that he who pays some amount to the zamindar either in the name of rent, jodi, kattubadi, poruppu, etc., be it small or great, should be the de facto owner of the soil or the kudivaramdar of the land to speak in present terms. The zamindar who receives rent from the ryot or kattubadi, etc., from the inamdar should be the de jure proprietor of the soil or the melvaramdar of the land inasmuch as the zamindar is the representative agent of the supreme Government who should also be the de jure proprietor of the land, if the inam grants have been made subsequent to the permanent settlement and have not been enfranchised or subdivided. And in the case of enfranchised pre-settlement grants or subdivided inams the inamdar alone is the owner of both the kudivaram and melvaram rights. To summarize the whole question, the zamindar is the melvaramdar, the zamindari ryot is the kudivaramdar, and the inamdar whose inam has been enfranchised or subdivided is not a landholder for the purpose of the Estates Land Act, especially if he pays some kattubadi, jodi, etc., to the zamindar in the name of rent, or in lieu of rent.

II. (a) The fair and equitable rent has been time out of mind half of the gross produce of land naturally. By contract it may vary, especially in the case of inams.

(b) The fertility of the soil, the kinds of the crops that are raised or that can be raised, the prices of the crops, and the conditions of the landowner whether he is a zamindar or inamdar owning a portion of a village, are all to be considered.

(c) There should not be statutory provision for remission in the case of inams. In zamindaris, there may be such provision for the benefit of both the zamindar and his ryot. The proportion should be according to the average rise or fall of the prices in every year.

(d) It may be left to the settlement of court. No hard-and-fast rules are necessary or conducive to the good relationship and interest of the parties especially if it is a case of inams.

(e) No.

III. (a) In the case of inams, there must be at least a clear provision that the tenant is liable to ejectment simply on his inamdar's application to the concerned Tahsildar, in case the rent fixed is not paid within the end of the year.

In the case of zamindaris, the present methods are enough especially as the said methods were courted by themselves in the Act X of 1934 when they the zamindars were in power.

(b) Answered above.

(c) To make statutory rule that the ryot even in the zamindari, who does not pay rent (of course the statutorily fixed rent according to the Act) within a particular period in the year is to be suspended from remaining on the land or entering into the land, is no doubt a great benefit to both the zamindar and his ryot. The holding should not be saleable as selling right is depriving the smaller tenants of their lands.

IV. (a) The water-supply rights are appurtenant to the lands inherently in so far as water is rightly used to the lands under the ayacut of the tank. But when the water is abused, the tenant must be restrained from so abusing.

(b) Yes. Also the tank may be a source of water-supply not only to the lands that are immediately under the tank, but its water may be by long usage, custom and contract, utilized to other village lands. In some cases, the water may be required by some tenants to various crops while others are idle. In that case the landholders should have complete control to distribute water and to use the tank bund; he must have right to fisheries rent as he is liable to make even petty repairs.

V. (a) In zamindaris, survey and record-of-rights should be compulsorily made. The cost should be borne by the zamindars in so far as their rights of enjoyment as khas land, tope land, etc., are to be fixed.

Regarding to the extent in acreage and rates of rents, the cost should be borne by both the zamindar and his ryots equally.

VI. Yes. Hay for cattle, fruit of fruit trees and timber of other naturally growing trees and free supply of bandies to bring them to his house are necessary for landowners especially in inams.

In zamindaris they may not be compulsorily payable as they can afford to have them from out of their huge incomes.

VII. (a) The zamindari ryots may be given the facility of freely gathering green manure, wood for their agricultural purposes, and grazing of cattle in the forest lands of the zamindars which forest lands are not less than 3 miles from their lands.

(b) They have not got inherent right. But they may now be given such right.

(c) The tenants may use them as if permissively. They should not have a right to sell such rights.

VIII. (a) The Government should keep in their hands such maintaining and working of irrigation sources and irrigation works instead of leaving them to the hands of either the zamindars or their ryots. In the case of inams also, the Government may interfere if by the refusal of the co-inamdar to contribute their shares of repair—costs to the senior proprietor—the irrigation sources are neglected.

(b) Yes. Answered above.

(c) By the application of parties, if they have a grievance in prayer.

IX. Yes, in the case of zamindaris. No such is necessary in the case of inams as it is costly and also as the inams are too petty to have such.

X. The present law is proper.

XI. (a) Inam questions should be settled in civil courts. No special tribunal or Board of Revenue should be the final authority. Zamindari questions may be referred to a special committee or Board of Revenue or the Chief Minister.

(b) The inam questions should not be tried in revenue court as it is costly for them. The zamindari matters may be settled in revenue courts.

XII. (a) The existing law is enough for the zamindars. For inamdars, trespassers should be more drastically dealt with so that trespassing inam lands should be discouraged, inasmuch as the inamdars are physically and financially weaker than the tenant class. This can be clearly ascertained if statistics are taken to show in how many cases the complainant is the Brahman inamdar and the trespassers are the present classes in criminal courts.

(b) The kattabadi, jodi, or poruppu, etc., that should be paid by the inamdar to the zamindar may be sued for in civil courts as at present; inasmuch as though the inamdar's liability for the payment of such to the zamindar is no doubt the same as that of a ryot

to his zamindar, the inamdar's land has been made his own freehold by enfranchisement or a subdivision whereby he (the inamdar) being in the position of the zamindar's ryot at the start, steps into the shoes of the zamindar also by such extra procedure by which he (the inamdar) is made directly liable for payment of quit-rent or peshkash to the supreme Government equally with the zamindar.

**Memorandum by Mr. Pattabhi Ramiah, farmer and inamdar, Vizianagram, dated 30th November 1937.**

**I. (a) The zamindar is the proprietor of the soil for the following reasons:—**

- (1) The tenant can relinquish the land at his sweet will under section 149 of the Estates Land Act.
- (2) The burden of repairing the lands vests in the zamindar when silted up and not in the tenant.
- (3) Only the upper surface is leased out to the tenant.
- (4) The right to minerals in the sub-soil is with the zamindar and not the tenant as per section 7 of Estates Land Act.
- (5) The zamindar is responsible for the payment of quit-rent and other cesses.
- (6) The zamindar has the right to lease out the land when relinquished by the tenant.
- (7) Inam title-deeds confer the right of converting the land into a freehold on payment of twenty times the jodi, etc.
- (8) The proprietor or inamdar paid for both the 'warams' but the tenant did not pay a pie out of it in the case of 'purchased inams.'
- (9) The lands were improved at the expense of the zamindar and not of the tenant.
- (10) The maintenance and upkeep of the tanks and the water sources vest in the zamindar.
- (11) The inamdar is made to attend to the formation of new tanks, sinking of wells and schemes for fresh projects of irrigation.
- (12) The zamindar is the melvaramdar thereby meaning that he is the proprietor of the soil.
- (13) The zamindar is responsible for the payment of taxes and cesses though the land is left 'kundakam.'
- (14) The tenant is not in any way responsible either to the Government or to the landlord except for the payment of the stipulated rent for the actual extent of land in his cultivation.
- (15) In the recent boundary survey, rent was fixed for (banjars) fit for dry or wet cultivation and he—the landlord—has been paying land-cess on that revenue also though they are not brought under cultivation up to now.

(b) The zamindar has got a vested right in the land and the tenant, a contingent one; so long as he continues the payment of rent he will be allowed to be on the land; otherwise his holding shall be put to sale under section 114 of the Estates Land Act.

II. (a) The equitable rent is half of the produce of all the crops raised on the land and this forms swamibhogam (or melvaram share), i.e., the share that goes to the landlord. Generally, the prices of food-stuffs vary, and as the value of an article depends upon supply and demand, no hard and fast rules can be laid down. The cost of half of the share of the produce is to be estimated under the present day prices and a cut of 10 per cent is to be provided against drought and famine since famine occurs once in ten years according to Sun's Spot Theory. The settlement must be effected once in five years (quinquennial) and not once in twenty years as contemplated under section 39 of the Estates Land Act.

(b) The considerations to be taken into account while fixing the rent are—

- (1) The nature of the soil whether fertile, saline, sandy, retentive of moisture, and of easy ploughing.
- (2) The nearness of the land to the village.
- (3) Water facilities such as the proximity of the tanks to the lands.
- (4) Water sources and their nature such as tanks, perennial or inundation-canal, etc.
- (5) The yield of the land in proportion to the seedlings.

(6) The quantity of the drainage it receives such as 'muragadi' from the village.

(7) The quantity of seedlings required.

(8) Whether the land is under 'increasing returns or diminishing returns' or reached the maximum yield.

(9) The number of crops that can be raised in a year.

(10) The amount of labour required for raising the crops, in relation to the carrying of manure, produce, transplanted, harvesting, and tilling of the soil.

(11) The cheapness of labour.

(12) Proximity to the market.

(13) Means of communication.

(14) The prices of the food-stuffs of the present day.

(c) Since provision is made in fixing rent for famine and drought, no provision need be made for remission of rent.

(d) The rate of rent of a particular parcel of land should not be fixed once for all for the following reasons:—

(1) The prices of food-stuffs generally vary.

(2) In times of war, the prices will go high, say, even three times more than what they were in ordinary times.

(3) So is the case in famine.

(4) Since the composition of the earth is varied, i.e., the soil consists of several layers, fertile lands become saline and saline lands will become fertile by copious and heavy rains and constant flow of water.

(5) This is why a quinquennial settlement is proposed.

(6) Taking into consideration the above facts, ablest and eminent Finance Ministers such as Thodarmal and Balaji Viswanath did not fix the rent permanently.

(7) When a question of rent arises, it is the civil court that should decide and no other court is competent to deal with this question.

(e) Provincial Government should not be delegated with any powers in respect of fixing rent. The interference of the Government is uncalled for as the civil courts are the proper tribunals for the fixing of rent, but care should be taken in taking into consideration the ruling prices of the day.

III. (a) Yes. Powers of collection of rent require revision.

(b) The mode of collection of rent now prescribed under the Estates Land Act is very laborious and tedious. At every step, the zamindar shall be in need of the help of the Government officials. Sections 112 and 114 of the Estates Land Act provide a right to the zamindar to bring to sale the tenants' holding. But the procedure prescribed is very tedious. The zamindar can sue a tenant for rent under section 77 of the Estates Land Act. But all these powers are to be exercised through revenue courts.

As the work is very heavy, the Revenue Divisional Officers cannot attend to revenue suits without any detriment to other work. Consequently, they are driven to the painful necessity of posting these suits from camp to camp. In most of these suits, *the amount spent towards process and battas to witnesses exceed the suit amount*. The troubles of the zamindar are so numerous as no tongue can express. "God alone knows." There is an inordinate delay in disposing off these suits in revenue courts. The zamindar, within a period of three years can have the suit decreed. Now begins fresh troubles of the inamdars after getting the decree. The decree is to be put to motion. For so doing, the decree-holder is in need of Police aid under section 80 of the Estates Land Act. To secure this is no easy task. Much money is to be spent in attending to the comforts of the Police officers. For the decree-holder to realize the decretal dues undergoing the ordeal prescribed in sections 77 to 134 of the Estates Land Act it takes, say, not less than three years. Meanwhile, the zamindar has to file a fresh suit for the recovery of the rent of subsequent faslis lest they should get time barred. In fine, in this litigation, both the tenant and the zamindar shall be ruined and hence the powers of collection of rent should be revised.

The following are the suggestions:—

(1) Since rent is made the first charge on land as per section 5 of the Estates Land Act a tenant must be ejected as soon as he falls in arrears, of one instalment and before the second instalment becomes arrear; as the procedure already



in existence is very laborious and tedious. The tenant will always be regular in payment of his dues either to his landlord or to Government only when he fears that his occupancy rights shall be endangered.

- (2) After the land is put to sale and purchased by the zamindar in the court sale, it must change its tenure, i.e., it should not be considered as ryoti land, but the zamindar should be considered as the owner of both the warams, otherwise, he cannot get the decretal dues collected. Because no one will come forward and pay arrears since the new coming tenant shall acquire occupancy rights as soon as he gets into the land and as no zamindar can keep his land without leasing it out lest he should lose rent. Hence, the zamindar is to lose the decretal dues and the new coming tenant shall pay the same game. Thus, the zamindar is ruined. Hence he must have occupancy rights in the lands purchased in court sales (bought-in lands) as opposed to what is laid down in section 10 (b) 4 of the Estates Land Act. Thus the zamindar is robbed of his rent now and for ever, since the cultivating tenant can play the same game all through unless and until the zamindar takes it up for seri cultivation under the existing rules which is impracticable.
- (3) The rent suits and ejectment suits must be filed in civil courts as its business is not varied unlike revenue courts. Revenue courts are courts intended for the collection of Government revenue, the procedure of which greatly differs.
- (4) To make the procedure simpler and less costly, the tenant should be made to understand clearly that he will lose his occupancy right in the holding if he allows the first instalment become arrear and does not pay the same before the second instalment becomes due. The tenant under no circumstances is to alienate, sell, mortgage, his occupancy right in the land except in court sales under section 112 of the Estates Land Act. It is this fear that makes him prompt in payment of rent and thus save thousands of minor inamdars and tenants from the pangs of unhappy and costly litigation which results in their ruin.

IV. (a) The right of the tenants to water-supply is not inherent but contractual between them. Section 138 of the Estates Land Act clearly provides the right of the tenant to application for repairs of irrigation work and section 139 (3) creates the right of the costs of the repairs to be collected as revenue dues. If the tanks are tidy, the tenant will pay rent, otherwise, not. And hence they are contractual.

(b) The landholder has a superior right in the water, since he shall have to attend to the up-keep, maintenance and repairs which are purely at his expense.

VI. No landholder can demand or levy any other dues on the tenant except rent, land-cess and allied cesses.

VII. (a) The tenant can graze cattle on the porambokes and tank-beds since the cultivation of the latter is prohibitive lest the tank should be silted up. With regard to agricultural purposes only, provision is made in section 12 of the Estates Land Act.

(b) No.

(c) Public paths and communal lands are intended for the use of the public and villagers. The tenants have not got any exclusive right. They should be used for the purpose for which they are intended. In most of the villages, the tenants have encroached upon communal lands and houses were constructed thereon and now they should be removed. In the case of hill and forest porambokes, the landholder has got right over them and not the tenant.

The undertenant, the tenant who actually cultivates the land, should also be made responsible to the landholder for the payment of rent and it is but just that he must have occupancy rights in the land. The system of undertenancy must not be encouraged but abolished. The land should not be leased out to the tenants without the knowledge of the landholder, if at all it is desired that it should exist.

No. Civil courts will do for this purpose.

(d) Action and proceedings between landholders and tenants be tried in civil courts and in no other courts as they are thoroughly conversant with the civil law. If the civil courts cannot cope with the work, special courts of similar status may be constituted.

In respect of the unauthorized occupation of lands, the encroacher should be made to pay the existing rent and twice of it towards penalty and ejected from the land. The zamindar should have the right to lease them out by public auction.

PATTABHI RAMIAH,  
Farmer and Inamdar.

**Memorandum by the proprietors of small partible estates in the Chicacole division,  
Vizagapatam district, dated Kotabommali, the 1st November 1937.**

The memorialists are petty, joint proprietors of Govindapuram, Narasapuram, Kasturipadu, Kuramannapeta, Chittevalasa, Makivalasa, Totada, Vaddivada, etc., villages in the Old Chittevalasa Hunda in the Chicacole division. They own small extents of ancestral malkudari land which, they divided among themselves into several shares as their legitimate families have grown up gradually, and in consequence a petty landholder gets annually a minimum income of about Rs. 6 or Rs. 8 and paying a pesikash of about four annas. Most of the non-cultivating landholders placed their small patches of land in the hands of their ryots and migrated themselves to distant places to eke out their livelihood, as the small income they are getting from land hardly covers their domestic needs. They belong to Sistakaranams, Vaisyas and Brahman community of Kotabommali and its surrounding villages, who are in general non-cultivating proprietors. Since the introduction of the Madras Estates Land Act from 1st July 1908, which conferred permanent occupancy right to all ryots, differences between the landholders and ryots broke out, which have been multiplying and the status of the former has become most miserable and precarious. Some of the difficulties experienced by them in general during the past 27 years are briefly narrated below.

2. The Madras Estates Land Act provides only three remedies to recover the arrears of rent from a defaulting ryot, namely :—

- (i) Distraint of movable property (products of the land) within a year from the date of its becoming due under section 77 (ii).
- (ii) Sale of ryot's holding, if the time of arrear exceeds one year but does not exceed the second fasli year under section 112.
- (iii) Rent suit within three years from the date of arrear under section 77 (i).

*Difficulties.*—(a) A weak proprietor getting a small income finds it hard to recover his dues from his strong ryot. If the landlord distrains the movable property or the products of the land on his own responsibility, a strong ryot commits much nuisance and assault and danger to his person and property. To bring him round, the proprietor deals with him legally in criminal and revenue courts and spends not only his savings but also sells away the little landed property, leaving little for his family maintenance.

(b) If he sells the holding, no bidder comes forward and owing to strong combination and co-operation among the ryots, the poor landlord has to purchase himself the occupancy right of the land. If he gets it cultivated by hired labour, the products thereof are stolen away, at the instigation of the affected ryot or strike among the defaulters and the poor landlord is jeopardized. If he leaves it waste, the defaulter occupies it again, cultivates it and knocks off the entire products. Thus the sale of holding, under section 112 eventually becomes ineffectual and the landlord is unable to take action at every stage of criminal trespass on account of poor purse.

(c) If he files a suit, he runs into a serious debt on account of protracted litigation. If he succeeds in getting a decree after much trouble and expense, the execution procedure costs him as much as the suit itself to reach each stage of execution successfully, without the risk of being recorded and finds much difficulty in recovering the amount from the strong and rich ryot.

It requires much money, trouble and time to pass through the several stages of any of these three remedies. Unless a landholder is strong enough physically, mentally and financially with good influence, he cannot successfully combat against his stubborn, strong defaulting ryots and recover his arrears, and manage his lands easily and smoothly. Several cases of assault, injury to person and property have often been occurring, when the movable property is distrained, sold or the rent decrees executed. A weak landholder getting small income, cannot dream of combating legally against his powerful and obstinate ryot, who consequently refuses to pay even the small rent and appropriates himself the whole produce. He cannot eject the defaulter easily under sections 150, 151, nor can he enhance the rent by more than two annas in the rupee under sections 30 to 37, after he spent much for repairs and improvements. The provisions laid down in the Act for ejectment and enhancement are more in favour of a tenant than a landholder. A landholder's small income is too inadequate to meet the costs of the proceedings. He

runs into a serious debt and sells away his little landed property when he successfully reaches each stage of the proceedings. So he should either give up taking any legal steps or leave the land entirely in the hands of his avaricious defaulter for fear of danger to life and property.

3. The Old Rent Recovery Act VIII of 1865 afforded some protection to such weak landholders who could eject the defaulter, if he failed to pay the rent within the close of the fasli or execute a muchilka under sections 10 and 41 thereof. The present Land Act deprived them of such privileges and made them depend on the mercy of the obstinate ryot.

The conferring of permanent occupancy right has given saleable interest in the holding to him. He sells his interest privately, without registering the deed, for a larger amount to a third person even without giving notice as required under section 145, paragraph 2, to his landholder and even without paying the arrears of rent for two or three years. The vendee refuses to execute a muchilka after he gets possession of the land and to pay rent to his landholder. The landholder, if his means permit, goes to the court against the vendor and vendee, to recover his dues, but this step costs him much and touches his pocket seriously, and makes him poor. In the Government jirayati villages, a transfer of patta application is compulsorily taken by a Sub-Registrar along with the sale-deed, but in the case of malkudari villages such step is not taken compulsorily and the poor landholder is left to his own fate to go to a court, as the rules provided in sections 145 to 148 regarding transfer of lands are more honoured in breach than in observance. It should have been provided in the present Act that the sale of holding privately without the previous written consent of the landlord is null and void and invalid. Thus by giving a saleable interest to a ryot, he gets treble advantages, namely :—

- (a) getting the lands free of cost for cultivation,
- (b) getting higher price when he sells his kudivaram right, and
- (c) appropriating whole produce without paying even the small rent or the Government dues,

whereas his poor landholder is deprived of all the privileges and hold on the land. He cannot get back his land for cultivation and family maintenance from his powerful ryot who got it free of cost, nor can he get his rent smoothly or enhance it. He gets smaller price when he sells his title. He is thus made weak and powerless and to depend solely on the mercy of his stubborn ryot.

Owing to strong combination and co-operation among the ryots and want of competition in the villages, a poor landholder cannot exercise his legitimate powers and recover his arrears. It is quite injurious to their interest to give permanent occupancy right and saleable interest to ryots in such small partible proprietary villages or estates. The cultivating peasant, trained from infancy to hard manual labour to which the civilized and educated landlord is not accustomed, can live without any inconvenience by getting daily or weekly wages, even though he may be deprived of the occupancy right.

4. Past 27 years' experience of the working of the Land Act has rather sucked away the blood and vital vitamins of this poor landholder leaving mere skeleton. It is high time to revise the Land Act, and turn out the cycle of 27 years' administration for the better amelioration of the poor landholders in all the 16 main villages with their hamlets of the old Chittivalasa Hunda who are seriously affected by the Act.

It is therefore desirable that occupancy right in all the partible proprietary villages (paying an annual peshkash of Rs. 600 to the Government) may be removed entirely and all the non-cultivating malkudars allowed to evict their ryots whenever they fail to pay the rent in proper time or execute a muchilka when demanded, without going to court and cultivate themselves their own land by hired labour, if they so desire and exempt from the operation of sections 6, 8, 10 to 17 and such other provisions as will affect the permanent interests of landholders and their holding may be treated as private lands.

In these days of financial stringency and unemployment, the poor landholder finds no other means of livelihood than get back his lands from his old ryots, free of all restrictions and liabilities and manage it himself freely and independently.

5. May it please Your Excellency to kindly sympathize with the poor situation of the petty malkudars and redress their grievances represented above sufficiently and early.

For this act of kindness and justice, Your Excellency's memorialists shall, as in duty bound, ever pray.

PROPRIETORS OF SOME PARTIBLE ESTATES, CHICACOLE DIVISION.

**Memorandum by Gorti Venkata Godavari Sarma and other inamdars of Harischandrapuram Agraharam, Chicacole taluk, Vizagapatam district.**

- I. (a) The pattadar in zamindari villages and the inamdar in inam villages.  
 (b) The tenant should act in accordance with the landlord's wishes.
- II. (a) In zamin villages, a fair and equitable rent is the same as that which is prevalent in ryotwari villages of the district. In inam villages, the rent should be one-half of the value of the produce yielded.  
 (b) (i) Zamin villages—The tenant having all-round interest in the land, the same rate of rent as in ryotwari villages may be levied.  
 (ii) Inam villages—As the inamdar enjoys all the rights of the land, rent should be half the value of any produce yielded.  
 (c) As the rent is dependent on the crops raised in the land, instalments for payment of rent may be fixed with reference to the harvest seasons.  
 (d) (i) Zamin villages—Once for all.  
 (ii) Inam villages—Share of rent agreed to by the inamdar from time to time and in case of disagreement, as decided by a proper court.  
 (e) (i) Zamin villages—Yes, the Provincial Government through the Revenue Settlement Officer.  
 (ii) Inam villages—No reservation of such powers of revision is necessary.
- III. (a) Powers may be so revised as to save the tenant in zamin villages and the inamdar in inam villages from going to the court.  
 (b) & (c) (i) Zamin villages—Default in payment of rent for three consecutive faslis should result in the tenant forfeiting his rights.  
 (ii) Inam villages—Default in payment of the entire rent of a fasli by the end of February should result in the ryot leaving the land. Failure to do so should render him criminally liable.
- IV. (a) Appurtenant to the land—this being deemed a contract.  
 (b) Landholder has a right over the water-supply to the extent needed for the irrigation of lands.
- V. (a) (i) Zamin villages—Necessary.  
 (ii) Inam villages—Not necessary.  
 (b) The proportion as regards the allocation of expenses to be the same as in Government ryotwari villages.
- VI. (i) Zamin villages—Cesses may be demanded.  
 (ii) Inam villages—No such extra payments are necessary.
- VII. (a) Tenants have grazing rights in uncultivated porambokes.  
 (b) Not entitled to use otherwise.  
 (c) The landholder has usufruct rights. The tenant has all the other rights.
- VIII. (a) Status quo.  
 (b) (i) Zamin villages—Reservation of such rights for the Provincial Government is necessary.  
 (ii) Inam villages—Not necessary.  
 (c) Not answered.
- IX. (i) Zamin villages—Necessary.  
 (ii) Inam villages—Jamabandi is usually held in these villages.
- X. The under-tenant should obey the pattadar, pay 'muchilka' in the latter's name and pay rent to the zamindar, if the pattadar consents to it.
- XI. (a) Appeals and revision petitions may be decided by courts as is now done. No special tribunal is necessary.  
 (b) As already in vogue.
- XII. (a) Zamindar is entitled to any amount he may demand by way of relief or eviction of the ryot from the land, if he so desires.  
 (b) It is necessary to provide for the distribution of jodi, etc., taxes among the individuals who have to pay the same to the zamindar.

G. VENKATA GODAVARI SARMA.

*N.B.*—The above answers are prefaced by a separate petition in which repeal of the recent Madras Estates Land (Amendment) Act bringing inams also under the scope of the Act is urged, on the ground that it is 'unjust' and 'confiscatory in nature.'

### Memorandum by the Maharaja of Jeypore.

The Parliamentary Committee appointed to enquire into the conditions prevailing in zamindari and proprietary areas, consists of the members of both Houses of the Madras Legislature and the objects of the said committee as stated in the Press Communique are to invite public opinion on the comprehensive questionnaire and to propose suitable legislation after thorough examination of the existing legislation on the subject. The enquiry is now confined to the zamindari and proprietary areas alone. It would have been far better if a comprehensive survey, not only of these "estate areas" but ryotwari areas also, had been simultaneously undertaken, as it would have afforded a comparative basis for any comprehensive legislative measures that may be needed, to determine on a statutory basis, the limits of land revenue assessments throughout the Presidency for the betterment of the agricultural classes. According to one school of thought, the zamindars and proprietors are merely the assignees of the Government revenue or farmers of rent, and have no property in the soil except in the forests, waste lands and minerals. While according to others they are also proprietors of the soil and should be made to stand at least on the same or equal footing with ryotwari holders with some peculiarities affecting their own tenure. The entire revenue system of the country being originally the same, viz., the division of the produce from the land between the State and the cultivator, divergences and varieties of treatment developed later on. The cry is manifest even in ryotwari areas that the incidence of land revenue is high and the demand to limit the revenue by statute is equally insistent for some time past. However, as the enquiry is at present confined to the zamindari or estates areas, the questions will be answered seriatim with the hope and belief that the ryotwari enquiry also will soon follow in its wake.

1. *Proprietorship of the soil.*—This question after the Estates Land Act and its succeeding Acts including inam villages also in the definition of an estate, ceases to be of practical importance inasmuch as all ryots in occupation enjoy occupancy rights thereunder. The term "tenant" can only be applied to a sub-tenant under a ryot or pattadar or a person who enjoys fixity of tenure. A ryot is defined as a person who holds ryoti land for purpose of agriculture in an estate on condition of paying the rent lawfully payable. Question X relates to the legal status of undertenants with reference to the zamindar and pattadar. At present a ryot or pattadar need not be the actual cultivator but it is enough if he holds ryoti land as aforesaid. With the passage of the Estate Land Act jiravati holdings largely increased in value and attracted investment of capital on their purchase at heavy cost with prices varying from 300 to even 1,000 rupees per acre for both wet and dry particularly in good villages with water-sources and in the neighbourhood of large towns. The said purchases were made largely by the upper middle classes or people who may be described as "gentlemen farmers." Their rights also have to be considered in dealing with question X. Incidentally, the answers touch question I also in a way.

2. If we can go beyond the tenancy laws like Act I of 1908 and its amendments, under the question, it admits of two answers or even three:—

- (1) That the zamindars and proprietors are themselves the owners of the soil.
- (2) That the land belongs to the cultivator.
- (3) That the zamindar and the ryot are both owners on a common way.

The reasons that may be urged therefor are as follows:—

Many of the ancient zamindars were themselves owners of the soil before the permanent settlement and some of these wielded and exercised independent and sovereign rights before the advent of the British, made grants of land in inam centuries ago which are recognized as perfectly valid by the Government and the highest courts in the land that the permanent settlement beyond fixing the public revenue, did not and could not alter the nature of their estates which continued to be held by them as theretofore as their ancestral property, subject to the law of impartibility and other incidents, as decided in many cases by the Privy Council and the High Courts, Vizianagram, Bobbili, Pithapuram, Jeypore and Venkatagiri, may be cited as some examples. The latter two having got their permanent sanads before and independently of Regulation XXV of 1802. Vizianagram entered into a treaty with the Government and fought a battle at Padmanabham. The treaty, however, was not ratified. As some writers have remarked it is but an accident, that the Rajas like Jeypore, Vizianagram and Bobbili were classed among zamindars by the permanent settlement. Prior to the amendment bringing inam villages under estates,

the Privy Council distinctly laid down that the ancient grants by the Hindu Rulers carried both varams. Even the inams granted by the above zamindars were enfranchised by the Government and such mamdars owned and enjoyed both melvaram and kudivaram.

3. It was held prior to Act I of 1908 that the tenants in the district of Vizagapatam had no admitted rights of occupancy (vide Gazetteer, page 107) and several cases may be cited as for example 16, M.L.J., 557 where tenants were held liable for ejectment. Even in the Cheekati case and other cases it was held that there was only a presumption which could be rebutted. In courts uniformly held that pattas and muchilikas containing quit and surrender clauses were sufficient to rebut the presumption.

4. The permanent settlement sanad and regulation expressly conferred the proprietorship of soil on them (vide the preamble and the sections) and the Government themselves were acting on the belief, at the time, of the state ownership of land which they could lawfully convey and confer on the zamindars, though, however, there was a change of policy later on about 1822 and outlook as will be shown hereafter. If it were otherwise, the zamindars admitted ownership of the hills, forests, large extents of waste lands, water-courses, etc., would be meaningless. The Privy Council decided that valuable mineral rights and rivers and channels and waste lands passed to the zamindars and that all lands within the ambit of the zamindari should be presumed to belong to them. The theory of state ownership of land though recognizing private property is not without its advocates. It is said that the Muhammadan rulers first introduced the idea and it was unknown among the ancient Hindu Rajas. Even as to these there are differences of opinions as some Muhammadan writers maintain that the State was to respect private rights and could only take a share of the produce. The Hindu texts and the Koran cited should be construed as laying down canons of a just and good Government but not as negating the King's sovereign rights in the land. The State in India even to-day claims all waste and communal lands and large and navigable rivers, hills, etc. It cannot be said therefore that the Government never pretended to such rights. Economists are still divided on the opinion as to whether assessment on land is to be classed as a tax or revenue or even as rent. The famous resolution of Lord Curzon of 1902 on land revenue policy and the literature on the subject may also be perused.

5. The permanent sanad, no doubt, charged the zamindars to be just to the ryots and fair in their dealings and to improve their estates to their best advantage. It cannot be argued from that alone that the zamindars and especially the ancient ones were mere farmers of rent. The permanent settlement itself followed in the wake of acts passed in England about 1798 fixing land revenue and the Court of Directors strictly enjoined on Lord Cornwallis to proceed with the permanent settlement. It was effected in Bengal and partly in Madras. Then a school of thinkers like Sir Thomas Munro began to advocate ryotwari settlement and strongly disapproved the permanent settlement and eventually carried the day. The Governments of Bombay and Madras favoured ryotwari settlement though in North-Western Provinces and Oudh permanent settlement was largely made. The Central Provinces had a history of their own under the Mahratta rulers of Nagpur and the land systems were largely the result of political considerations of the time.

6. From the position taken at the permanent settlement, the Government veered round to a different policy within about twenty years, for the regulations passed in 1882 began to say that by the regulations of 1802, it was not meant to confer any rights on zamindars to the detriment of the ryots and cultivators or even to interfere with their relations. What these relations were will properly be discussed under the next question. A perusal of the preambles of the old regulations will clearly indicate the change of view.

7. In accordance with the policy first indicated even the haveli lands were carved out into convenient blocks and sold out by auction as proprietary estates. This is the origin of the proprietary estates so called. Other proprietary estates are merely those carved out, separated and subdivided out of zamindaris or larger estates.

8. Another point requiring notice is the proportion adopted for levying peshkash. The Circuit Committee was appointed about 1784 to report on these northern zamindars and they made a report. The Government also took accounts immediately before the permanent settlement during the years 1796 to 1799 called the P.S. estimate or khambhogatta accounts and after deducting the value of lakhiraj and village service lands and other heads, fixed the Government share of two-third gross produce and left the remaining to the zamindar as his share, to support and maintain his dignity and position and other reasons. Ordinary service lands were not excluded. Of course the wastes

and jungles yielded no income. In some estates a greater proportion was levied on account of their fertility and well-cultivated character and in some cases the peshkash was imposed for political reasons without reference to revenue realized. The courts have often held that the Circuit Committee accounts and the permanent settlement accounts are not all accurate. In some cases they were merely rough figures and contain obvious mistakes which came to the notice of the courts and they held accordingly that villages which ought to have been excluded were included and vice versa.

9. The case of the haveli lands in the proprietary estates is still worse. The proportion of Government peshkash was far higher. The proportion being 30 per cent even for Government and only 10 per cent for the proprietor, while in the case of zamindaris it was put as 60 per cent roughly.

10. The Government having taken such a large share of the revenue, it cannot be said that they did not intend to confer proprietary interests on this class of landholders or that they attempted to make their position worse than that of the ordinary ryotwari holders under the Government.

11. It must, however, be said that soon after the permanent settlement, some of the zamindaris began to exercise fully their right of alienation, incurred debts, left large arrears of revenue necessitating the auction of such estates. Several of the proprietary estates were thus sold and bought by the Government or others in Ganjam and Vizagapatam. Throughout the north and south, their effects were noticed and perhaps this state of affairs led the Government to change their policy about 1822 and to think of ryotwari settlement as more proper and better fitted. We are concerned not with the change of policy or political expediency which may vary at any time but with what was the nature and effect of the permanent settlement.

12. The theory as to cultivators being proprietors or co-proprietors requires a few words. This presupposes that the zamindar is a mere officer of Government, a middle man and that the soil belongs to the cultivators. History reveals that in ancient India, it was the village as a whole that owned the land and not the individual ryots. These ancient village communities were little republics, enjoying thorough self-Government and the benefits of a corporate life, cultivated the land in common, divided the produce among themselves and through their headman made themselves responsible for the public revenue payable to the state and did not really mind whether Hindu, Moslem or Christian kings governed the country or according to the popular saying "*Raghavaya Swasti*" "*Ravanaya Swasti*." Welfare to Rama and so to Ravana, being indifferent as to who ruled the land so long as they were not interfered with. Such a corporate life continued to within living memory and in some places may still be said to exist. Disintegrating influences were, however, at work to destroy that life and factions soon raised their head. The benevolent intentions of the present Government to revivify the villages into their primitive purity and ideas, are quite laudable if such a millenium could be made to dawn. "The country's pride when once destroyed cannot be easily made."

13. The theory of co-ownership is more or less a legal and juristic conception—a sort of fiction based on dicta of some courts. As for instance, in one case, it was said that the ryots' share of water from a customary source is a proprietary right but not a contractual right and that both are owners. Even the Government cannot control and distribute the water according to its own pleasure but subject only to the customary rights of the ryotwari holders; such expressions do not convey strict jural relationship but are adopted by the courts as compendious convenient expressions to denote the peculiar rights as the application of the word 'coparcenary' to a joint Hindu family.

14. The so-called proprietary right of the ryot in the soil was never put on a basis higher than a right of occupancy or kudivaram to hold and enjoy subject to the payment of the rent. It is now heritable and alienable. Thus it is a species of property generally speaking but not property dominion or ownership juridically speaking. He could be ejected under section 41 of the old Rent Recovery Act VIII of 1865 and even under the Estates Land Act for using the land for a non-agricultural purpose or unauthorized cultivation of ryoti land under section 163. The Madras High Court often held that the digging of wells or continued occupation for a number of years or even recognition of alienations were not evidence of occupancy right as it was to the benefit of the landholder to recognize the more solvent alienee in the place of the impoverished ryot who was obliged to sell away the holding and the clemency of non-eviction could not mature into a right by lapse of time or prescription. It is therefore clear that property and ownership are only symbolical and metaphorical expressions connoting only the said limited right strictly under the law. According to jurisprudence full dominion may admit several species of subordinate ownership. He has the bare right to cultivate, he



does not own the minerals or sub-soil rights and even the earth so as to make bricks. According to one theory of jurisprudence "All property is theft." Thus there is nothing inconsistent in holding that the zamindars and proprietors who themselves owned the land as ancient Rajas or owned it by grant from the State under the permanent settlement as owners of the land, their ryots as possessing only an occupancy tenure under them protected by legislature under the Tenancy Laws or custom or grant. The Privy Council laid down that the right could not be acquired by prescription. They had not even the right to the trees on the land which under custom or contract belonged to the landholder under section 12 of the Act except in those planted by them. Thus the jural relationship prior to the Estates Land Act can only be described as above. In some cases occupancy rights were conferred by grant, e.g., Vizianagram under Mr. Gillman's settlement prior to the Estates Land Act.

15. *Question II—Fair equitable rent.*—This is a more difficult problem to solve. For this the whole revenue, economic and political history of the province has to be sifted. In the good old times generally it was believed to be half the net produce. There were variations due to the nature of the crop, cost of cultivation, etc., but even now where waram rents are in vogue as in parts of Ganjam, now north Vizagapatam, the rajabhagam is shared in half and the landholder gets 15 puttis, as his share and the ryot gets the other 15 puttis out of the garce and each gets the benefit of the rise of prices in the market. At and before the permanent settlement the rents were either collected in cash or produce or a fixed rent of grain. The village system was also in vogue. It was said that under the Moslem rule cash rents called kists were introduced and various extras, such as *shamil*, *mulwattee*, *abwabs*, etc., were imposed in addition. These fall under another head of the present enquiry also. It is evident that the Government themselves took by way of peshkash more than fifty per cent of the collections as stated above. The ryotwari settlements of the Government from 1864 onwards show that there were periodical enhancements at every settlement and publicists are endeavouring to put a statutory limit to the percentage of these enhancements. They go up to 18½ per cent or even more. The Government urge various reasons such as the discovery of gold in America, the railway roads, the general cost of administration, the responsibility of Government for education, sanitation, etc., the execution of large irrigation works, the rise of prices to which economic benefits the ryot does not contribute and that the enhancements are justifiable. A perusal of the revenue papers, Board's orders and reports of the period printed in some journals like the "revenue register" of the period clearly show the policy and the principles adopted.

The Government contended that the assessment remained unchanged but the rate of the commuted value according to ruling market prices changes. It is not for us to examine those theories. Suffice it to say that if there is need for revision of the estate rents, the need for revision of ryotwari assessments is equally great.

16. It is remarkable that the Madras Rent Recovery Act was passed about the same time, the discussions of the Committee before passing the said Act, the communication of the Board at that time all show the principles adopted in the said Act. The main point to be noticed however is that the principle of contract, express or implied, as to rent, was accepted and enacted in section II of the said Act. To understand the said principle one has to go back even to the Regulations of 1802, and the subsequent ones. It is worthy of note that in the place of "fair and equitable" rent received nowadays, we hear of the "just and prescribed rate." Both the expressions are equally vague. They however exercised the courts a good deal and involved much expense in litigation as what was prescribed might not be just and vice versa.

17. It was contended in some cases that the zamindars could collect more than the rent prevailing at the permanent settlement while in others it was urged that it was impossible to ascertain with any precision what those rents were and who could tell what changes took place during the sixty years, afterwards till VIII of 1865 whether waste land was added to cultivation, whether the zamindars made improvements or whether owing to the rise of prices, etc., values had risen. It was also said that economic crops like indigo, sugarcane, tobacco, etc., were being raised and the P.S. rents based on grain alone were not a proper criterion to judge proper rent. The legislature therefore thought it prudent and necessary to respect the existing rents and contracts relating to rent both express and implied as a fair estimate arrived at by mutual consent. A safeguard was provided against arbitrary enhancement by interposing the sanction of the Collector in subsequent enhancements. For some lawyers who dealt with the old Rent Recovery Act the working of these provisions would be quite clear, e.g., Mr. V. V. Jogiah Pantulu, who is in the Committee of the present enquiry. Similarly when the Estates Land Act was passed, legislature enacted sections 27 and 28 accepting the then existing rents as



fair and equitable. Similar causes operated between 1865 and 1908 as during 1802 and 1865. Any other principle would lead to an economic disturbance of the existing equilibrium and may result in untold disadvantages. There is neither policy nor expediency demanding the lowering of the said rents prevailing during the last thirty years after 1908 and for a long time before. Any slight irregularities may be left to the courts to set right as they have been doing.

18. To go back to 1802 for a while, Regulation XXVII of 1802 provided even arrest for arrears of revenue and Government could also detain and confine the defaulter. Regulation XXVIII of 1802 dealt with similar powers of landholders and procedure generally as also did Regulation XXX of the same year. The policy of the Government within twenty years thereafter veered round in favour of the tenants and against the zamindars. The Regulation IV of 1822 was passed enacting that nothing contained in Regulation XXV, XXVIII or XXX was even intended to define limit, infringe or destroy the actual right of any description of landholders or tenants. The next Regulation V of 1822 was passed to vest summary jurisdiction in the Collector, which was previously vested in the zilla courts and to modify the previous regulations. Section VIII, clause (2) of Regulation V of 1822 enacts "If the Collector find the rates of the patta—to be just and correct—ryot shall be ejected. But if the rate shall exceed the just rate prescribed the Collector should prohibit ejection and order fresh tender. The preamble contemplates "rates of assessment" as being the subject of disputes. Regulation XXX of 1802, section IV, said pattas may be of four kinds—

- (1) For the rent of whole villages in gross sums of money.
- (2) For a division of the produce of land.
- (3) For lands on which a money rent is assessed.
- (4) For lands charged with grain rent.

Regulation XXXI of 1802 and others of the period had the preamble "The ruling power of the province, in conformity to the ancient usage of the country reserved to itself and has exercised the actual proprietary right of lands of every description. . ." This indicates the ideas of State ownership prevailing at the time as stated above.

19. Thus the just rate prescribed remained practically until VIII of 1865 when section II was enacted. It is worthy of note that Mr. Collett, Civil Judge of Vizagapatam, had to deal with the matter differing from Mr. Carmichael, the Collector, and the views of both these learned and experienced officers were before the Government and the Committee which passed Act VIII of 1865. With this background, section II of the Act, as to rent should be interpreted. Thenceforward, the courts were uniformly enforcing express contracts and searching and finding implied contracts by payment of rent for a number of years. The period varied according to the facts of each case. (I.L.R. 7 Madras, 365, F.B.). The Madras High Court in 7 Madras, held from payment of some years "it is obligatory on the one party to pay and the other to receive rent in that form and at that rate so long as the relation may continue." This case was followed in many cases subsequently.

20. The Government undertook a survey in 1859 prior to the settlement and the rate fixed on the surveyed lands was adopted as a standard money rent. The first Bengal Tenancy Act was also passed in 1859 after the permanent settlement. The Bengal Tenancy Act formed the basis for other tenancy legislation and in a large measure to our own Estates Land Act and the principles and decisions thereunder proceed on similar lines. It will be absurd to suppose that the rents fixed or in vogue at the permanent settlement should prevail for all eternity or that the zamindars could even be regarded as limited to them alone. Of course, the zamindars could not alter the kattubadis which alone were entered in their mal assets and the lands on which kattubadis or jodi was paid, being excluded. The entire jirayati lands were included in the mal assets and the whole tenor of the Permanent Settlement Regulation shows that the zamindars could derive the fullest benefit of the ownership of the soil conferred upon them.

21. From the foregoing discussion it will be clear that the existing rates should be held fair and regular. Any attempts to go back upon them would be unjustifiable and improper. At any rate, the rents prevailing in 1908 when the Estates Land Act was passed and accepted by the legislature should be taken as the standard and on that basis alone further legislation should be proceeded with. Otherwise the attempt would be characterized as expropriatory in character and a serious economic disturbance would be the result.

22. *Question II, clauses (c) to (e).*—(1) There should be no statutory provision for the remission of rent, as such a provision is likely to lead to numerous quarrels and undesirable litigation. As the law at present stands the ryots can ask for reduction on certain grounds under sections 38 and 39-A of the Estates Land Act. No further provision seems to be necessary.

(2) It is not advisable also to settle the rates or shares of rent for a particular area once for all. Such a procedure would involve compulsory survey record of rights and settlement operations to arrive at a particular area on which the rate is to be fixed. The time and the cost involved would be too great to cover any possible advantage gained by such fixation. It is much better to leave the matter to the court to determine whenever the question arises.

(3) It is not also desirable that the provincial Government should have any reserved powers to revise, alter or reduce the rents as described in the questionnaire. Such a power in the hands of the Executive Government will not be conducive to the good administration of the country.

23. *Question III (a) to (c).*—The existing powers of the landholders for collection of rent are quite adequate. There is no need to enlarge them or revise them. The power of distraint though rarely restored to nowadays should be preserved as a deterrent to ensure punctual payment. The distraint may, if necessary, be also effected through the revenue officers of the Government to avoid disputes.

24. *Question IV (a) & (b).*—The right of the tenant to the customary supply of water is proprietary and is appurtenant to the land. It cannot be a matter of contract between the ryot and the landlord. As regards clause (b), the landholder has certainly a superior right in the water courses of the estate and subject to the above right of the ryot he can have full and absolute right in the water courses of the estate. In the permanent settlement the water sources became vested in the zamindars and under the common law of the land the zamindars were charged with the duty of maintaining the water sources in proper working order. This was decided by the High Court long ago. The said rights of the landholders ought not to be disturbed unless and until the Government is prepared to undertake the legislation affecting the whole Presidency as regards irrigation and water courses.

25. *Question V (a) & (b).*—The compulsory survey and record of rights in all estates is uncalled for in the present circumstances. No doubt it would be a highly desirable thing but many of the smaller estates would find it unable to meet the costs of such survey and preparation of the record of rights. It would be too great a burden on the ryots to be called upon to bear a proportion of the said costs. Moreover, such records when once prepared must be continuously corrected and kept up to date. That means the establishment of a Land Records department permanently and many of the landholders cannot afford to do it. If the Government should deem that such a survey should be done at any cost, the Government should bear at least half the cost thereof and distribute the remainder between the landholder and the ryot and the supervision as to the land records must be undertaken by the Government alone.

26. *Question VI.*—The landholder cannot demand any new levies, customary or otherwise from ryots in addition to the rent. As a matter of practice some fees or cesses have been recognized by the courts as legal and being part of the rent and realized as such. In such cases the said fees may be consolidated with the rent and continued. Levies other than those that are recognized by the court may be disregarded. It may be worthy of note that where grain rents are paid some customary dues called in the Vizagapatam district as Garasi Nagadu, bundles of hay, etc., are levied. This may properly be regarded as part of the rent ensuing out of the holding and may be consolidated with the rent.

27. *Question VII (a), (b) and (c).*—As a matter of ancient custom every village had its own gobhumi or pasture land set apart for the use of cattle. Such a land was scrupulously and carefully preserved as sacred. Later on, owing to the economic pressure on land these pasture lands have gradually become cultivable lands and in most villages there is now no land set apart for grazing purposes. Wherever such land still exist there must be a prohibition against leasing out such land. The progress of agriculture depends upon the proper maintenance of the cattle. It is a common usage that the cattle from the Godavari district are brought every year into the forests of Vizagapatam district for grazing during the off-season and many of them fall a prey either to disease or to wild beasts. According to the ancient Puranas the gift of a cow should be accompanied by the gift of land also for the maintenance of the cow and sacred bulls of the village which were dedicated for propagation purposes were allowed to graze freely on all the lands. Where there are zamindari forests adjoining, free grazing should be allowed as also wood for agricultural implements. The ryots should have a right to the above privilege free of cost. If modern conditions

require the levy of some fees they may be allowed but they should not be exorbitant but should be nominal. As regards clause (c) of this question there can be no doubt as regards the right of the ryots to the public paths and communal lands including the village nattan or gramakantham where the ryots have their dwellings. In some agrapharam villages the village site is claimed by the agrapharamdars as part of their land and the tenants are not allowed to own the village sites. The anomaly should be removed. As regards hill and forest porambokes the ryots should have no rights therein except for grazing of cattle or getting free permits or permits at a low cost as aforesaid.

28. *Question VIII (a), (b) and (c).*—The question of irrigation is of great importance. In practice, the villagers attend to the customary labour of kudimaramat as it is sometimes called and they distribute the water among themselves according to turns. Difficulties however have arisen where the landlords are attempting to enlarge the existing ayacuts under the irrigation sources or supply water to new holdings or villages not customarily irrigated thereunder. In many cases the system of tanks irrigating more than one village form a net-work depending upon one main source such as a hill stream, river courses or geddas. Owing to the development of the law of riparian ownership in recent time, difficulties have arisen in the smooth working of such systems. For the present it does not seem desirable for the Government to undertake the repair or maintenance of the irrigation works where landlords fail in their duty. The existing provisions of the Estates Land Act are sufficient to safeguard the rights of the cultivators. If the Government should be invested with the power *suo moto* to undertake the repairs of the irrigation works in estates or on application of parties, the practical working will be very difficult and constant disputes involving litigation are likely to crop up. Unless and until the Government is in a position to pass a comprehensive irrigation law for the whole Presidency the existing state of things may be left undisturbed. Attempts have been made in the past for introducing such irrigation laws but they had to be dropped on account of opposition thereto and various other causes.

29. *Question IX—Jamabandi.*—The jamabandi should be real and effective and must not be a mere paper transaction. In most of the larger estates, some sort of jamabandi is regularly held and annual budgets are also prepared. But in the smaller estates the work of the jamabandi is virtually done by the proprietor himself. There do not seem to be any special advantage in holding a jamabandi every year in the existing state of conditions where the estates are unsurveyed, frequent alienations are going on and arrears of rent are allowed to accumulate largely. Unless the revenue system of the villages is organized on a sound basis no useful purpose can be served by annual jamabandi.

30. *Question X—The legal status of under-tenants.*—From an economic standpoint of view it is not desirable that under-tenants in zamindari areas should be given any legal status other than what it is secured to them under the contract creating the tenure. The pattadar must be deemed and must be continued to be deemed as the person entitled to the occupancy and the sub-tenant should only be treated as holding under him. It will be remembered that after the Estates Land Act, the land values in ryoti lands enormously increased and several of the middle class people have invested their savings in lands in buying such pattas owing to the fixity of the tenure. Zamindari jirayati land acquired the status of ryotwari land and therefore full prices averaging 500 to 1,000 rupees per acre were paid for both dry and wet. Such pattadars need not be deprived of their land or the fruits of their investments by creating any right in favour of under-tenants. The Estates Land Act has carefully avoided this subject and made the pattadar whether he cultivates or not the holder of the occupancy right. Any recognition of under-tenants as possessing any rights will lead only to further fragmentation of land and uneconomic holdings would be the order of the day. In view of the great educated unemployment in the country and the cry frequently heard that people should go back to the land and the villages, it would be necessary that the present rights at least in the patta lands to the pattadars should be left intact and no under-tenancy rights should be permitted thereon. Many of the educated classes can be induced to take to agriculture as their profession and enrich the wealth of the country. On the other hand, if the pattadars should be ignored and direct dealings established between the under-tenants and the zamindars, the pattadars would entirely lose the benefit of the enormous investment made by him. Thus the unemployment would increase and the under-tenant usually, the man of no property, would find it hard to invest any money in agriculture or to improve the land. The Madras High Court has distinctly held that a sub-tenant has no occupancy right in the land and the decision may continue to govern the relations.

31. *Question XI—Courts.*—The existing revenue courts may be trusted to carry on the work which they are now doing hereafter also. There can be no need for setting up special tribunals for the purpose. It seems, however, desirable that the jurisdiction of the District Court and of the High Court should be preserved. This is necessary in view of the strenuous demand made for the separation of the judicial from executive functions. The revenue court

may continue to be the courts of first instance but the appellate powers must vest in the district court in all cases as they would act as a check on the arbitrary methods which may be adopted by the revenue courts. Similarly the High Court must have power of revising even the proceedings of the Board of Revenue. Quite recently the Madras High Court held that it had no such power where the Revenue Board decided a case by a full Board over-ruling one of their number and enhancing the rent by 37½ per cent. In such cases the High Court should be ultimate authority to pronounce upon the legality or otherwise of the Board's proceedings. The power of revision by the High Court may be limited in some suitable manner but that power must be preserved in tact. In many cases that have come before the civil courts it is noticed that the revenue courts ordinarily being unacquainted either with civil law or the Rules of Evidence, decided cases which required a remand and a reconsideration. The perusal of such proceedings would convince the authorities that the reservation of appellate revisional powers to the District and High Courts would be highly necessary. The object of vesting exclusive jurisdiction in rent cases in the revenue courts is to take advantage of the revenue experience of the Revenue Officer but where civil rights are also involved as they are in most cases, there is considerable trouble. Hence the above recommendation seems to be desirable.

32. *Question XII (a)*.—The recent amendments of the Estates Land Act provided that a person in unauthorized occupation of ryoti land for over the statutory period should be regarded as a ryot liable to pay the rent thereon. Prior to this amendment it was sometimes held that adverse possession by the ryot does not necessarily carry with it a revenue-free title though whether such possession was accompanied by the actual denial of the landlords' right to receive rent, it was held that the landlords only remedy was to get the land subdivided and assessed to separate peshkash. This has now been remedied by the recent amendment and the matter may be allowed to stand there. For less than the statutory period, section 163 provides for ejectment and that right should be maintained in tact. Otherwise considerable anomalies will ensue. In such cases, instead of the landlord being compelled to have recourse to a civil suit at a great cost and delay, it would be better if the Collectors are given summary powers to eject a trespasser or effect compromises fixing reasonable rent and leaving the trespassers in occupation.

(b) In the original Estates Land Act the definition of rent included kattubadi also. Very soon that was amended. The kattubadi dues need not be included in rent. The landlord must be left his ordinary remedy of recovering the dues by a suit. The forum may change from a civil to revenue court to save time and cost. But no other change need be affected to enable the landlord to collect the jodi and kattubadi. Under the law, as it stands, kattubadi is not a charge upon the land. In the Madras High Court it was recently held that the liability to pay kattubadi is several but not joint and several except in the case of the heirs of the original grantee. There have been unauthorized subdivisions of inam holdings and apportionment of kattubadis by private arrangements among the inamdars and all the zamindars are compelled to recover very small sums from the alienees and others. The liability for the original kattubadi must be made a charge upon the inams and the liability of all persons holding the inam should be declared to be joint and several but not several. This will facilitate collection without undue cost or delay and will help the landlords in easily realizing their dues. Under the Local Boards Act land-cess can now be recovered by sale of the holding. A similar right may with advantage be adopted in the case of kattubadi also. If not, the landlords must be left to their remedy by suit.

#### **Memorandum by the Zamindar of Kapileswarapuram, East Godavari district.**

The six points on which particular reference was made to the select committee constituted to enquire into the conditions prevailing in the zamindaris have been replaced and expanded in the questionnaire annexed to the Press Communiqué, dated 5th October 1937. They will make the position clear, and necessary replies to the six points can be obtained in these answers.

Before directly giving replies to the questions it is necessary for me to state a few words about them. The committee has been appointed to enquire into the existing conditions and report the suggestions to make a legislation. I think that in making such a report it is highly essential to go back and trace out the origin of the zamindaris and the information thus obtained will be of much use to determine the rights and liabilities of both the landholder and the tenant. It does not seem to be the object of the legislature to entirely replace the relationship between both of them through a new tie and it is only to remove the hardships, if any which are standing in their mutual relations.

## Answers.

I. (a) This is the most important question in all these questions. The answer to this question decides the relationship with rights and liabilities between the landholders and the tenants. The question seems to be very easy but it is highly difficult to answer. Though the words "in your opinion" have been loosely used, one must give a reply with the aid of the history, old laws, subsequent decisions of the courts and the custom of the country. Generally it is being agitated both in the press and on the platform that the zamindari tenants' status should be raised to that of the Government jirayati tenant, i.e., the ryotwari pattadar. Therefore, it is also necessary for me to raise a supplemental question as to who is the proprietor of the soil in a Government village? Is it the Government or the ryot? It is almost admitted that the ryot is the owner of the soil in a Government village and the Government have only a right to collect rent from him. It is only on this principle that such agitation is being made and it does not hold good in a zamindari tract for the following among other reasons. It was clearly stated in the Fifth Report on the East India affairs that in old days the zamindars are the owners of a certain portion of the country with absolute rights in the land within the limits. It is only their pleasure to give a part of their land for cultivation to the tenants. Thus the zamindar was admittedly the proprietor of the soil in those days. Later on in 1802 Permanent Settlement took place in Madras and Sanads-milkayat-istimrars were granted to the zamindars. And the terms of those instruments can be read from Regulation No. 25/1802. In the preamble of the said regulation it was stated "A Regulation for declaring the Proprietary rights of lands." Again in section 2 "In conformity to these principles, an assessment shall be fixed on all lands liable to pay revenue to the Government and in consequence of such assessment, the *proprietary rights of the soil shall become vested in the zamindars* or other proprietors and in their heirs and lawful successors for ever." Again in section 8, the words 'Proprietors of lands' were also used. A perusal of this regulation clearly shows that at the time of the permanent settlement it was unreservedly admitted that the zamindars are the proprietors of the soil.

The matter again came up for discussion in 1908, when the Madras Estates Land Act was passed and it is not known why the legislature to-day wants a reply to this question. If they want to accept the position discussed in 1908 there is no need for this question to-day. But if they do not want to take the said discussion into consideration, a detailed study of the matter is now essential and it should be dealt with independently and impartially. At the time of the permanent settlement the Government calculated the rents that the tenants had been paying to the zamindar and two-thirds of the said amount was fixed as the peshkash payable to Government every year and the remaining amount was allotted towards the cost of collection and establishment. This is a version coming from the public and they say that the revenues of the zamindars have been enormously increased though they have been paying the peshkash originally fixed without any increase. But they seem to have lost sight of an important fact that the probable income on waste lands which were not at all under cultivation in those days were also taken into account and were included in the assets of the estate in fixing the peshkash. The zamindars have spent enormous amounts from their personal funds in bringing those waste lands into cultivation. Therefore it is clear that the waste lands of 1802 admittedly belong to the zamindar.

The following instructions issued to the Collector under the Presidency of Fort St. George as to permanently settling the lands may be read for information.

*Dated 15th October 1799. Paragraph 27.*

"It is well known in the circars that there are very extensive tracts of uncultivated, arable and waste lands, forming part of every zamindari. These are to be given up in perpetuity to the zamindars, free of any additional assessment with such encouragement to every proprietor to improve his estate to the utmost extent of his means, as is held out by the limitation of the public demand for ever, and institution of regular judicial courts to support him in all his just rights, whether against individuals or the officers of the Government, who may attempt in any respect to encroach upon them. The advantages which may be expected to result in the course of progressive improvement, from these lands will, or ought to put the zamindar upon that respectable footing as to enable him with the greatest readiness to discharge the public demand, to secure to himself and family every necessary comfort and to have besides, a surplus to answer any possible emergency."

There is also another version to the effect that these zamindars are the izaradars of the land and that the amount of peshkash to be paid is the izara amount. It is therefore argued that the zamindars cannot deal with the lands as they please. This version is utterly false on account of the following reasons:—

It was never stated in any of the following documents that the zamindar is an izaradar, (i) in the order issued by the Directors of the East India Company or in any correspondence that took place between the directors and the local authorities. (ii) Regulation 25 of 1802, (iii) Act VII of 1865, (iv) Act I of 1908. In all the abovesaid documents, the zamindars were defined as proprietors of the soil. In paragraph 38 of the instructions the words "every proprietor of the land" were used. In paragraph 49, the following words were used:—"The exception to the general regulation for the conclusion of the permanent settlement with the actual proprietors of the soil, etc." In paragraph 44, "The lands of disqualified proprietor." In paragraph 45, "While the lands of proprietors." From all these instructions it is evident beyond any shadow of doubt, that the Government conceded that the zamindars are proprietors of the lands.

Even the Madras Legislative Council which put a different construction on these instructions and the Permanent Settlement Regulation have not accepted the tenant as the proprietor of the land in Act I of 1908; nor did they accept the zamindar as izaradar. What the legislature meant by the word izaradar was well defined in 5 Madras, 76 and 5 Madras, 345. Izaradar meant farmer of rent but not farmer of land. The persons with whom the Government settled the assessment permanently are the proprietors of the soil.

I have already stated that since the permanent settlement was made till the passing of Act I of 1908, the zamindars have been enjoying the lands in their estates with absolute rights of ownership and if the history of the last one hundred years is examined, it would be evident that the zamindars are the proprietors of the soil. They have been ejecting tenants from land or enhancing or reducing rents as they pleased. The tenants had no power to alienate the lands and I do not see how a right which the zamindars have been exercising for a century can now be denied.

Let us take Act I of 1908 which intended to give more privileges to the ryots. It accepted the zamindars as the proprietors of the soil. Section 163 runs as follows:—

"Any person who otherwise than by inheritance or legal transfer occupies ryoti land in an estate and has not been admitted as a ryot by the landholder shall be liable to ejectment as a trespasser by suit in a civil court."

Section 151 (i).—A landholder may institute a suit before the Collector to eject an occupancy ryot from his holding only on the ground that the ryot has materially impaired the value of the holding for agricultural purposes and rendered it subsequently unfit for such purpose.

Section 11, "A ryot may use the land in his holding in any manner, etc."

Section 12, "Subject to any rights, etc., in the case of trees, etc."

Proviso to section 25, "nothing in this section precludes the landholder from receiving any premium when the ryot is admitted into possession."

Section 13 (i) "Where a ryot has a permanent right of occupancy in his holding, neither the ryot nor the landholder shall as such be entitled to prevent the other from making an improvement of the holding except on the ground that he is willing to make it himself."

Section 5, "the rent of ryoti land together with any interest, etc., shall be a first charge upon the holding and upon the produce of the holding, etc."

If the legislature wants to say that the ryots are the proprietors of the soil, there is no reason why there should be so many restrictions in the Act of 1908.

The matter has been dealt with from the time of the East India Company till now and it is evident from what I have written above that the zamindar is the proprietor of the soil.

(b) It was stated in paragraph 34 of the instructions, dated 15th October 1793, as follows:—

"Distinct from these claims are the rights and privileges of the cultivating ryots, who though they have no positive property in the soil, have a right of occupancy as long as they cultivate to the extent of their usual means, and gives to the circar or proprietor, whether in money or in kind, the accustomed portion of the produce."

From the above quotation it is clear that the tenant has a right of occupancy in the holding. In view of my answer to No. 1 (a) not much narration of facts is needed

than to say that the tenant is entitled to make use of the land for agricultural purposes in the best possible and most beneficial way with absolute rights of disposition by sale, gift or otherwise without prejudice to the interests of the landlord and without making it unfit for agricultural purposes or removing or changing the original nature of the soil or rendering it unfit for cultivation. The landholder has a right to collect rent from the holding and its produce.

2. (a) This question is as difficult as question 1 (a). A reply to this question can only be given for any particular area in which a person giving the reply resides or to an area about which he possesses personal knowledge. It varies with the soil and the circumstances in existence. However, I shall try to narrate in general. Rent is nothing but a portion which is to be given to the ruler usually known as 'Rajabhagun', and at the same time the tenant must have something to maintain himself after taking away the cultivation expenses. One section of the people says that the existing rents are abnormally high than the rents usually paid by the ryotwari pattadar. Let me examine how far this idea can stand. In old days, say, from about a century we can see from public records showing the number of estates sold for arrears of peshkash. So we can understand that the zamindars were not getting any profit over and above the peshkash. Further, as I have already stated in my reply to No. 1 uncultivable area has also been taken into consideration in fixing the peshkash and the zamindars have expended large amounts from their personal funds in bringing these lands into cultivation. We can also see from the records that several estates were purchased by the Government for arrears of peshkash. The zamindar who has invested amounts to make the land fertile was able to pay the peshkash in time and it is only this investment in making the land fertile that made them to get a better yield. In the Government villages no such investments were ever made. The zamindar has to pay peshkash. He has to meet the cost of collection and has to maintain sufficient establishment for running the administration and has to derive the profit on the investments already made by him. In a Government village the tax directly goes to the Government while in an estate village, it goes to the zamindar who, in his turn, has to pay to the Government. So there cannot be any comparison of rent between an estate village and a Government village and the rate of rent in a Government village cannot be taken as fair and equitable.

A perusal of the old books proves that there was sharing system to the ruler. At one time it was  $\frac{3}{4}$  of the net income which, later on came to  $\frac{1}{2}$  and  $\frac{1}{4}$ . If one admits that a zamindar has more rights in the soil of the estate village as compared with the Government, it follows that he must have a greater rent. If this sharing system will be in kind it will be difficult to both the parties. Therefore it should be compulsorily in current coin. What should be the share to the zamindar is the question to be considered. (i) Total yield of the land. From this expenses of cultivation should be deducted. (ii) From the remaining amount proportionate amount should be contributed to peshkash. (iii) A contribution towards establishment charges and collection expenses. (iv) Charges of landholder's maintenance. (v) Tenants family expenses' share. (vi) Reservation for famine years. The total amount under the head numbers (ii), (iii), and (iv) should be taken as rent.

(b) Reply to question No. 2 (a) may also be read in connection with this question. In addition to those, following facts should be considered in fixing a fair and equitable rent:—

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|----------------------------|--|--|
| (i) Nature of the soil.    |  | (iv) Availability of labour and cost of cultivation. |
| (ii) Source of irrigation. |  | (v) Marketing facilities.                            |
| (iii) Source of drainage.  |  |  |

There are two provisions in the present Act I of 1908 in fixing fair and equitable rent. (i) There is a presumption under section 28 that the rent or rate of rent for the time being lawfully payable by a ryot is fair and equitable until the contrary is proved. It is also stated in section 176 that the rent fixed by a Revenue Officer under sections 168 and 170 is to be presumed as fair and equitable. But no principles by which the Revenue Officer is to be guided in fixing fair and equitable rent were made. Even in section 168 it was stated that the present rent should be presumed as fair and equitable. But no principles on which the officer is to be guided for alteration were made. Considering all these facts, it is advisable to fix up some principles by which fair and equitable rent is to be fixed. In the present Act in section 25 it is stated that rent not exceeding rates prevailing for similar lands with similar advantages in the neighbourhood should be taken into consideration. These terms are very vague. Supposing that there is Government ryotwari land adjacent to a zamindari land. Can it be taken into consideration? If so, the rates in zamindari as well as Government villages are hoped to be on the same principles and it is not possible to equalize them in view of my answer to the above question; nor can it be found just and reasonable



in view of the Permanent Settlement Regulation, Act I of 1908 or custom. Taking the prevailing rates in the same zamindari village as laid down in section 25 of Act I of 1908, into consideration there is one difficulty as the prevailing rate on which the officer is guided may be reduced by a court, if any dispute arises as to its fairness. Therefore much benefit cannot be achieved under this section. Considering all these difficulties I propose that statistics of rent should be taken for each and every estate, for each 'Kamdani' and it should be left to the court to fix a fair and equitable rent considering the points which I have stated in the beginning of my answer to this question and a provision may also be made that the rents so fixed should never exceed one-third of the net income or twice the amount payable by a Government ryotwari pattadar for lands with similar advantages.

(c) In giving reply to this question, we have to see what the Government said about the peshkash to be paid by the zamindars. Section 2 of Regulation 25 of 1802 runs as follows:—"The landholder shall regularly pay in all seasons in the current coin of their respective provinces the amount of the permanent assessment fixed on their lands, the remission of revenue which has occasionally been granted according to the custom of the country on account of draught, inundation or other calamity of the season shall cease and never revised." From this it is clear that in any case the landholder cannot claim any remission of peshkash. When that is the provision in the case of landholders I do not see why there should be any statutory provision for remission of rent to the ryots. As was already stated by me, in addition to the amount of peshkash, there is heavy expenditure incurred by the landholder under other heads. It is the custom of this country to approach the ruler when there is an utter failure of crops, and in fact the cultivators are getting remission from the landholders though there is no provision at all in the Act. Let us see what the position will be if such a provision is made. It is to be provided on what principles remission should be granted. An impartial officer has to estimate the crop. How to estimate the proportion of the remission? It is not necessary to have a revisional or appellate and inspecting authority to verify the correctness of the estimates? All these questions will arise if a provision is made in the Act. Further, I have already stated that a reservation for famine years is to be made in fixing a fair and equitable rent. Having regard to this fact and the contract of the landholder with the Government, no provision for remission need be made.

(d) Rent should be fixed once for all in the ordinary circumstances. If a provision is made enunciating the principles to determine fair and equitable rent, the tenants and zamindars are very often tempted to rush into the courts. If investigation, of course, thorough is made and rates of rent are fixed for the various areas it will be settling a great fight between the landholder and the tenants. If provision is not made regarding the fixity of rent, it will not be possible for one to know the burden on the land. Thus the value of the land will also be fluctuating which consequently hits upon the back of the financial position of the tenant as well as that of zamindar. Principles enunciated to-day may not hold good to-morrow and personal impressions and prejudices are common to every individual though an officer. If to-day a particular rent is found fair and equitable, it may be decided unfair and inequitable to-morrow and vice versa. As action and reaction are equal and opposite, if the landholder gets benefit to-day the tenant gets to-morrow and the result will be the same. Such enunciation of principles will be only widening the gulf between the landholder and the tenant which will be in antagonism with the ancient principles. Fixity of every right and liability will be a step for unity.

The present Act provides that a landholder is entitled to ask for an enhancement if the fertility of the soil is improved at his expense and productive powers of the land have been improved by fluvial action—vide section 30. So also, the tenant is entitled for a reduction under section 38. These two sections clearly provide and safeguard the landholder as well as the tenant against events which may take place beyond their control.

So, in my opinion, rents should be fixed once for all and the existing provisions of Act I of 1908 are sufficient and no principles need be enunciated.

(e) There is no necessity to reserve powers with the Government to alter or reduce rents. When once it is found by a court of law that so much rent is fair and equitable, I do not see any ground on which the Government can interfere. Further, if such powers are reserved with the Government there will be pressure from the public belonging to the political creed to which the Cabinet itself belongs. Hence it is not necessary to reserve any such powers with the Government.



III. (a) Yes.

(b) & (c) The present Act gives power to the landholder to collect rent in three ways :—

- (i) Distraint (movables).
- (ii) Sale of holding under summary procedure.
- (iii) By suit or execution.

All these three provisions are sufficient : but for proceeding under distraint and sale of holding one must take action within one year from the date when the rent falls due. If this year passes away there is no other alternative than to file a suit. It is admitted on all sides that procedure under these heads is simpler and less costly. The third (i.e.), the filing of a suit is too costly as court-fee and vakils' fee are to be paid. Therefore it is necessary that the period of one year for distraint and sale by summary procedure be extended to two years. Either the landholder or the tenant loses nothing thereby and even if action is taken it will be advantageous to the ryot as the costs will be less.

In the present Act, as amended by Act VIII of 1934, the procedure became very cumbersome and expensive. Sections 111 to 134 deal with the matter of sale of holdings and are also applicable for execution of decrees. In these sections it was laid down that copies of all notices should be posted at the holding, and village chavadi and a copy should be served through the Collector and on registered post as well. Notices which are to be served personally need not be sent through the post, if one refuses or evades service twice or thrice, then registered notices may be sent, but to send all the notices at one and the same time is highly expensive. Further, publications are to be made in the District Gazette. Even in a civil court, service through registered post is seldom taken advantage of. Therefore, necessary alteration may be made in this respect. Notifications are to be published in the District Gazette several times. It is sufficient if one notification before sale and one after sale is made in the Gazette. There is no necessity to publish a copy of the sale certificate in the Gazette. A single publication means an expense of about Rs. 5 and it is difficult to the ryots to pay all these expenses.

Section 127 specially requires a modification. In sub-section (2) (c) of the same section, a provision was made to the effect that no payment should be made to the landholder under clauses (a), (b) and (c) until after the grant of certificate of sale under sub-section (2) of section 124. This is not advantageous either to the tenant or the landlord. If a third party purchases the land and if he does not apply for a certificate of sale, the Collector cannot order payment of the sale amount to the landholder or to the tenant. The amount fetched in sale will be in the treasury and it will be the duty of the landholder to be watching a third party who has to apply for the certificate of sale. It is therefore necessary that sub-section (2) of 124 should be modified by inserting the words " confirm the sale and " between the words " rejected " and " granted." The provision in sub-section 2 of 127 may be suitably modified by stating that the amount is to be paid immediately after the sale is confirmed. The proceedings confirming the sale should be sent to the parties immediately.

Proceedings though terminated by way of collection or sale, enormous delay is made in refunding the amount after the application for refund is made by the party. It is, therefore, necessary that a provision should be made in the Act, providing for refund of the amount within a fortnight from the date of application.

Provision for execution of decrees through civil court without prejudice to the right of first charge on the holding should also be made.

IV. (a) In the case of a water-supply in a zamindari, the zamindar is the owner of it. Unless the contrary is proved, the tenant cannot make use of the water and he has no inherent right.

(b) If it is a source constructed by the landholder himself, he will have superior right of watering his fields at first and then supplying it to others in a regular manner. Even in this case the supply of water should be systematic and should not be at the will and pleasure.

V. (a) It is necessary to survey and maintain the record of rights for all the estates ; but the point is whether it should be done compulsorily or should be left to the will of the parties. If both the parties do not like, it can be given up and if any one of the two wants it, it should be compulsorily done. By surveying and recording the rights, the particulars noted in section 165 of Act I of 1908 will be on permanent record and the rights and liabilities of the tenants will be available at any date.

(b) As both the parties will be equally benefited the cost is to be borne in equal shares or the Government which stands for the benefit of all classes of people may also pay one-third of the costs.

VI. Sections 135 and 136, Act I of 1908, as amended by Act VIII of 1934, clearly prohibits the landholder to take, receive or exact from his ryots under any name or under any pretence anything in addition to rent and also provides relief to ryots by way of a suit to recover any such payment or penalty. Thus it is clear that the landholder cannot levy anything except rent. There are no such levies at all in some estates and though I see some articles in the newspapers I do not know how they are not coming within the Act. In old days we cannot find local and other cesses which are now being levied. The said levies customary or otherwise do not go to the personal funds of the landholder and they are intended for public use, say, charitable purposes beneficial to the public. The local bodies such as district, taluk and panchayat boards came into existence and they have been administering matters of public importance and welfare. What the zamindars with the funds made up of these levies used to do in those days is being done by the local institutions to-day. So it can be said that these levies were replaced by the cesses and to-day there is nothing for a zamindar to do for the welfare of the public. Hence no demand of any levies customary or otherwise in addition to rent can be made from the ryot.

VII. (a) & (b) However natural these facilities be, there must be control and supervision in order to keep them well and in doing so the landholder has to meet the necessary establishment charges. Secondly, as has been already stated, all these natural facilities have been taken into account when peshkash on the estate was fixed. The tenants have also the right to apply and get what they require for agricultural purposes which includes the feeding of cattle and gathering of green manure on payment of the prescribed fees. Even the Government are charging rates at forest rates for the grant of trees and the very same rules may be made applicable between the tenants and the zamindars.

(c) Sections 20 to 22 of the present Act deal with this matter. No definition has been specifically given for these lands in Act I of 1908, but in sub-section (16) of section 3 it is stated that the ryoti land does not include the lands described below. Beds and bunds of tanks and of supply drainage, surplus or irrigation channels, thrashing floors, cattle-stands, village-sites and other lands situated in any estate which are set apart for the common use of the villagers. It is clear that all these lands except the hill and forest porambokes come under the description noted in the question. In all these lands the tenant must have right to make use of them for which purpose they were set apart and the landholder should see, that they are used for the purpose for which they were set apart. The landholder should have no right to assign the property unless it is proved that such land is no longer required for the purpose for which it was set apart. These lands, if they were set apart after the permanent settlement, should revert to the proprietor with absolute rights, the reason being that they are also taken into consideration in fixing the assessment. If they were set apart before the permanent settlement, they revert to the Government. In general terms this is a joint property of the landholder and the tenant, the former being the trustee and the latter being entitled to make use of it for the purpose for which it was set apart.

VIII. (a) This question cannot be answered in general terms. Every estate has its own source of supply and a reply is to be given with regard to the source available. It will also lie in the revenue which the zamindar derives on account of the source. If rent has been fixed on condition of supplying water from a source or work in the hands of the landholder, such contract should be enforced even to-day. But if the zamindar separately collects water-tax he should see that the required water is supplied in time to the tenants. If it is a contract at the time of fixing rent the zamindar will have no power even to collect rent unless he supplies water and he cannot say it is impossible. But in the later case, i.e., supplying water and taking tax, the landholder can supply to the extent the water is available and can refuse supplying water to others, though they are prepared to pay tax. In the first case the sources and works should be kept in order and necessary steps should be taken by the landholder to fulfil his contract.

(b) It is necessary that some rights should be vested in the Provincial Government but some time must be given to the landholder before the Government undertakes the work. If the landholder fails to execute the works, the Government may get the estimates prepared through the Public Works Department and get the work done and the cost for such works may be realized from the landholder, as if it were an arrear of land revenue. There is no right which entitles the Government to take up all these irrigation works under their control. The only thing that the Government should see is that the landholder is not wilfully evading execution of important repairs or works with a view to cause damage to the tenants. What are the works to be done and what are the steps to be taken by the landholder are the questions which arise. These water works have been under the control of the landholders since the zamindari system came into existence and as far as my knowledge goes I put them under three heads,

viz., (i) tanks, (ii) natural streams, passing through the estate, (iii) wells. Each source noted above requires a special work and it shall be the duty of the landholder to keep the wells and tanks in good order making the tanks capable of reserving the maximum water. In the case of natural streams the landholder cannot do any such thing than to keep the bunds in order so that there may be no danger of overflow which consequently inundates at times. After the parties apply for the execution of repairs, etc., the Government should investigate as to the need of such repair, etc., through an officer not below the rank of an Executive Engineer and then decide the necessity of the works which are urgently needed to fulfil the terms of the contract between the landholders and the tenants, and then issue a notice to the landholder concerned to execute such works. Sections 136 (a) to 144 of Act I of 1908 amended up to date deal with the matter of irrigation works and no further alteration in those provisions is necessary.

(c) I do not see any reason why the Government should use such powers of their own accord. If the parties apply they can take action.

IX. Let me discuss what benefit the ryotwari villages have been deriving on account of the jamabandi. In old days when there were very few officers, the jamabandi system was introduced so as to enable the pattadars to state their grievances, if any, to the officer. The tenants were not so much enlightened in those days and in fact there is much difference in the system of cultivation of those days and to-day the tenant can state his grievances, if any, through a petition. When there was no anicut system and when the tenant's prosperity lies in seasonal rains, jamabandi had the effect of bringing the officers and the ryots in touch so that the latter may state his difficulties regarding his crops, etc., officers after enquiry used to grant remission. But to-day owing to the secured sources of water-supply, there is no such need. The present jamabandi system of the ryotwari villages is nothing but a farce and is intended to check the correctness of the demands made by the village officers. There was also agitation to abolish this jamabandi system even in ryotwari villages as it benefits no one except taxing the village officers with additional expenses. In such a case I do not see what benefit the landholders or their tenants derive on account of this jamabandi. If there are any disputes between them they must be settled in a Court of Law and the jamabandi officer will not be in position to do anything. The jamabandi officer has to certify the demand and collection and what benefit one derives by such a certificate is a matter for consideration. In preparing the certificate the jamabandi officer has to examine almost all the tenants and many difficulties do arise as to the correctness of such certificates. It is a matter of impossibility to empower the jamabandi officer, with any special powers of a court. Hence no jamabandi is needed.

X. (a) The relationship between the pattadar and his under-tenant is based on a contract between both of them. The zamindar is always a third party to such contracts, and he is not bound by such. It is the settled law of this country to say that no third party can take advantage of any contract and his rights are not effected. So the contract between the under-tenant and the pattadar cannot affect the rights of the zamindar.

In the present Act the landholder has a first charge on the produce of the holding and he is entitled to distraint the crops on it or bring it to sale for arrears of rent. So if the landholder proceeds on the standing crop raised by an under-tenant, the under-tenant cannot object for such distraint or sale. He can only pay away the amount due and realize it as provided for in sections 108 (i) and 129 of Act I of 1908. We know under the general law, if any amount is paid by a person who is not legally bound to pay, he who pays will have a right to demand and collect it from the person who is legally bound. In addition to that right, the under-tenant in a zamindari area has been given a special right to deduct it from the amount which he has to pay to his immediate landlord. Section 90 has not given any legal status to these under-tenants. So no such legal status need be given to the under-tenants. I do not see the benefit they derive by such legal status. His contract with the tenant is to cultivate the land and to pay a certain amount of rent. By whatever course the landholder may proceed, the terms of his contract are in no way effected since the under-tenant cannot claim any higher rights than that of his immediate landlord. On the other hand, if such legal status is given it will be very difficult for the zamindar to keep the accounts. He has to regularly maintain accounts for each and every holding with the names of the under-tenants thereof. Leases may be oral and written. Some leases need not be registered under the Indian Registration Act. It is not possible for the landholder to get all this information. If legal status is given, the under-tenants must be recognized by the landholder. In view of the above difficulties there will be very great room for disputes and it is not only detrimental to the rights of the landholder but also expensive and troublesome with no comparative benefit to the tenant.

XI. (a) All proceedings between a landholder and a tenant will be mostly of revenue character and the Revenue Board being the highest Revenue authority of the Government it should be continued to be the final appellate and revisional authority.

(b) First, I will consider the question of Revenue courts. The Revenue officer will be touring and camping in the various stations in his jurisdiction. As such it will be difficult and expensive to the parties to attend the camps. Secondly, no vakil will be available in those stations and the parties have to incur additional expenses towards the vakil's conveyance charges and special fees for attendance outside headquarters and even if the party is prepared to meet these expenses the vakil will not be able to leave the station owing to pressure of work in other courts. The party has to engage a new vakil, the matter will be new to him and the case cannot be efficiently conducted. This is the difficulty from the tenants' point of view. As far as Revenue officer is concerned, he cares more for the discharge of his Government revenue work and will be busy with the trial of criminal cases. Being busy with the aforesaid duties in addition to his revenue routine and in checking and submitting his monthly returns much care is not taken in disposing of these suits quickly.

Regarding the difficulties in a civil court, I have to mention that the Judicial officers will not be able to know facts relating to the nature of soil, the yield, etc., and they have to barely depend on the evidence put by the parties. Further, civil courts have already have no time in deciding the cases over which they have jurisdiction and if the disputes arising out of the Land Act are also included in their jurisdiction there will be enormous delay and it will be contrary to the principle of realizing justice in a summary procedure with less expense.

Therefore in my opinion an experienced Revenue officer is to be appointed for each district to try the disputes between a landholder and a tenant.

XII. (a) Sections 163 and 168 (a) of Act I of 1908, as amended up to date, deal with the matter and the said provisions are of no use. Strict provisions preventing such unauthorized occupations should be made. In Government villages there is Act III of 1905 by which all these encroachments are dealt with and the very same provisions should be made applicable to the zamindari villages. The present law to eject a trespasser by a suit in a civil court is highly expensive and will result in endless litigation. The local Revenue officer, i.e., the Collector may be empowered to deal with these encroachments and the procedure to be followed may be made inexpensive by dealing it in a summary manner. The Collector may make use of his powers to eject a tenant who occupies unauthorizedly if it is proved to his satisfaction that he has occupied without any authorization. Rest of the claims, if any, may be dealt with by the special Revenue officer.

(b) Kattubadi does not fall within the clutches of the Madras Estates Land Act. According to the present law, the zamindar has to file a suit in the civil court and execute the decree as if it is a simple money decree. The amount of kattubadi to be paid by the inamdars is too small and if they do not pay these small amounts without recourse to action, the zamindar has to file a suit and in getting the decree and executing it, he has to incur expenses on account of travelling allowance to his establishment, etc. The inamdars do not naturally reside in the same village and much difficulty has been experienced in executing these decrees as there is nothing but personal liability. Because the amounts due are too small, these suits are to be tried by the Small Cause courts and unless it is proved to the satisfaction of the court that the decree cannot be executed on the person, the court will not transfer it to the original side and consequently no action against the immovable property of the inamdar can be taken. The inamdars residing outside in different villages collect their cists from the cultivators and it is difficult to know even the correct address of these inamdars. The zamindar has no right to collect this kattubadi from the cultivator nor has he a charge on the land. If the zamindar is conscious to evade all the expenses by not filing the suit and keep the arrear pending till the date of limitation, the inamdar in the meantime, sells away the kattubadi land. The purchaser is not bound to pay the arrear. It was also decided in 22 Madras, at page 11, that this kattubadi has no charge on the land. Taking advantage of this position, the widows who are in possession of these lands as maintenance or with limited rights by inheritance, usufructuary mortgagees have been escaping from the liability.

Having regarding to all the facts stated above special modification of law relating to the collection of amounts of this nature should be made.

- (1) These amounts must also be charged on the land as well as on the produce.
- (2) Power of distraint of movables should be provided for.
- (3) Summary procedure to sell the kattubadies for arrears due should also be provided.

(4) To-day all these lands stand in the names of persons who are no more, the reason being that the transferee gives no notice of his transfer. The Government maintains an account for such lands, noting the name of the present enjoyer and a copy of such account should be ordered to be given to the zamindar every year on the 1st of July and without any exchange or acceptance of any patta or muchilka the persons in whose names the lands stand registered in the village account should be deemed to be the enjoyers of these lands and the zamindar should be empowered to proceed against one and all of them as stated above. Like ryoti lands notices of transfer should be invariably sent to the landholder.

**Memorandum by the Maharaja of Pithapuram, dated 1st December 1937.**

**I (a)—**

1. This raises an unnecessary and fruitless controversy as is as easy or as difficult of answer as the question whether in ryotwari area the Government or the ryotwari pattadar is the proprietor of the soil. The rights of zamindars and ryots have for a fairly long time been well defined and the incidents of the legal relationship between zamindar and ryot are well known. It is very rarely, if at all, that the question arises or has to be decided whether the zamindar or the ryot is the ultimate proprietor of the soil.

2. It is obvious that in the very nature of things a question like this would lead to the assertion of hostile and irreconcilable claims by the zamindars on the one hand and the ryots on the other. It seems to be hardly necessary to decide whether the zamindar or the ryot is the proprietor of the soil in order to regulate the determination or fixation of a fair and equitable rent or to provide for the proper maintenance and improvement of works of irrigation or for the protection of the rights, if any, of the ryots in respect of the several matters referred to in question VII.

3. If, however, it is considered necessary that the committee should decide this abstract question of proprietorship of the soil, it is submitted that the Madras Estates Land Act itself recognizes and assumes that the zamindar is the proprietor of the soil. This assumption or recognition is in no way destructive of the rights of the ryots which are fairly well-defined in the Madras Estates Land Act.

4. The following provisions of the Madras Estates Land Act give a clear indication that the zamindar is the ultimate proprietor of the soil out of which proprietorship certain subordinate interests, the incidents of which are statutorily defined, are carved out in favour of the several classes of tenants referred to in the Act, the most important of which are the ryots with permanent right of occupancy. Private or home-farm land as defined in the Act is at the absolute disposal of the zamindar and the relations between a landlord and tenant of his private land are not regulated by the provisions of the Act (vide section 19). If it is permissible to refer to an English parallel, it may be stated that the relations between the landholder and a tenant of his private land are fully governed by contract just like the relations between the landlord and tenant in England. It is no doubt open to a landholder to convert private land into ryoti land and to confer occupancy rights upon tenants whom he may induct into possession of such lands after such conversion. But this is a matter for the free and voluntary choice of the landholder and there is no procedure whereby he could be compelled to convert private land into ryoti land. As regards waste land or land reserved by a landholder for raising a garden or tope or forest, no occupancy rights are acquired by a tenant where the contract is in the one case for the pasturage of cattle and in the other for temporary cultivation of agricultural crops. The proprietary rights of the zamindar are preserved in respect of this class of lands under section 6, sub-section 2. Even in regard to ryoti lands, the acquisition of occupancy rights follows upon the admission by a landholder of a ryot to possession of ryoti lands. In its origin therefore, the relationship is contractual. Its origin therefore, the relationship is contractual [vide section 6 (1)]. Entry into ryoti land without the permission of the landholder creates no rights in favour of the trespasser, while an implication of a tenancy is made where the landholder receives or recovers any payment under section 163 from any person unauthorisedly occupying ryoti land, unless within two years from date of such receipt or recovery of payment, he should file a suit in the civil court for ejection against such person. Under the definition of ryot, as amended by Madras Act VIII of 1934, a person who has occupied ryoti land for a continuous period of 12 years, shall be deemed to be a ryot for all the purposes of this Act. This has rendered possible the acquisition of occupancy rights by prescription subject, of course, to the obligations attaching to such a ryot. Mining rights are expressly reserved to the landholder by section 7. Under section 10, sub-section 2 of the Estates Land Act, if a ryot dies intestate without leaving any heirs except the Crown, his right of occupancy shall be extinguished. This section therefore, recognizes the principle of escheat in favour of the zamindar. In section 11

there is a clear indication that the ryot has only a right of user in the land for agricultural purposes for which it is stated that he may use the land in his holding in any manner, it is at the same time provided that he should not materially impair the value of the land or render it unfit for agricultural purposes. If the value of the land is so impaired, section 151 empowers the landholder to eject the ryot from his holding. It is true that the power of ejection of a landholder is confined to the case just referred to, but the legal implication underlying his right of ejection is unmistakable. Section 149 provides for the relinquishment of a holding by a ryot. The idea of relinquishment itself connotes that the person who relinquishes has a subordinate interest and the person in whose favour the relinquishment is made holds a superior interest in the soil.

5. It is, therefore, submitted that the statutory law of British India and particularly the Estates Land Act concedes the proprietorship of the soil to the landholder, while carefully defining and safeguarding the rights of kudivaramdars.

6. In view of the provisions of the Madras Estates Land Act above referred to, it is unnecessary to inquire into the relative legal possession of zamindar and ryot under the several regulations passed in 1802, Regulation 4 of 1822 and Act VIII of 1865 or the several decisions of the Privy Council and the Madras High Court. The following brief extract would, however, clearly establish that under the Statute Law of the Madras Presidency as also according to the decisions of the highest judicial tribunals, the proprietary right in the soil is in the landholder and not in the tenant.

7. In the instructions, dated 15th October 1799, which were issued to Collectors before the permanent settlement of the several estates was effected in 1802, the following passages occur:—

*Paragraph 1.*—“ In the meantime we desire that you will prepare materials for forming a permanent settlement with the zamindars, who it is our intention to constitute proprietors of their respective estates or zamindaris, on the best information which your records and the recent inquiries of your Collectors may afford.”

*Paragraph 5.*—“ It has been resolved to adopt the form introduced some years since into the Bengal Province, by constituting the several zamindars and other landholders having individual claims to such distinction actual proprietors of the soil or lands composing their estates.”

8. Regulation 25 of 1802 starts with the following preamble: “ Wherefore the British Government impressed with the deep sense of the injuries arising to the State and to its subjects from the operation of such principles, has resolved to remove from its administration so fruitful a source of uncertainty and disquietude, to grant to zamindars and other landholders their heirs and successors, a permanent property in their lands in all time to come and to fix for ever a moderate assessment of public revenue of such lands, the amount of which shall never be liable to be increased under any circumstances.” The enacting portion of the regulation is in its second paragraph which provides that “ in conformity to the principles an assessment shall be fixed on all lands liable to pay revenue to the Government; and in consequence of such assessment the proprietary right of the soil shall become vested in the zamindars or other proprietors of the lands and in their heirs and lawful successors for ever.”

9. Though it is unnecessary to go into the rights of the State and of the tenantry before the establishment of British Rule in India, it is interesting to find in the preamble to Regulation 31 of 1802 the following statements regarding the proprietorship in the soil which the British Government was claiming for itself as the successor of the Indian Rulers. The preamble runs thus: “ Whereas the ruling power of the provinces now subject to the Government of Fort St. George, has, in conformity to the ancient usages of the country reserved to itself and has exercised the actual proprietary right of land of every description.”

10. At the time of the permanent settlement, therefore, the British Government distinctly proceeded on the footing that the ownership of the soil was in the state and they proceeded to transfer the ownership to the zamindars and other landholders with whom they effected the permanent settlement subject only to the payment by such zamindars and landholders to the Government of a peshkash permanently fixed. As Baden Powell points out in his Land Systems of British India, Volume 3, page 131, it is significant that the title-deed held by every zamindar is called ‘ Sannad ’— I-Milkiath-Isthimrar which is a Persian term, meaning a ‘ title-deed ’ or grant of perpetual ownership.

11. The Madras Permanent Settlement Interpretation Regulation 4 of 1822, no doubt, provided by its second clause that the Permanent Settlement Regulation 25 of 1802 was not meant to limit infringe or destroy the actual rights of any description of:

landholders or tenants. But this was purely negative and was passed by way of abundant caution. There was no declaration of any substantive rights of the tenants or any conferment of such rights on them. If the tenants had any rights prior to the passing of the Permanent Settlement Regulation, those rights were not taken away. This was all that Regulation 4 of 1822 provided.

12. In what is familiarly known as Chokkalingam Pillai's case, 6 Madras High Court Reports, page 164, the High Court held in 1871 that a tenant holding from a zamindar under a patta was no more than a tenant from a year to year. This continued to be the prevailing view till the decisions reported in 16 Madras, 271, 20 Madras, 299, and 23 Madras 318, were given. It must be stated in the first place that even these decisions only lay down that a ryot cannot be ejected from his holding so long as he paid or is willing to pay the established rent. They do not state that the ryot was the proprietor of the soil nor did they deny that the zamindar is such proprietor.

13. In view of the decisions of the Privy Council to be referred to hereafter, it must be taken that these decisions cannot be regarded as good law. The principle enunciated in those decisions and particularly in the last of them known as the *Checkati* case has found legislative recognition in the Madras Estates Land Act, and in cases governed by that Act, therefore, there is and can be no question of going back to the state of things as which obtained under the ruling in Chokkalingam Pillai's case. That, apart from the intervention of the Madras Estates Land Act, it would be impossible to sustain the correctness of the decisions in 16 Madras, 271, 20 Madras, 299, and 23 Madras, 318, has been pointed out in the following passage from the judgment of Mr. Justice Ramesam, reported in I.L.R. 44 Madras, 602: "When we consider the history of the case law leading to the legislation (Madras Estates Land Act) the same conclusion follows. From the time of Chokkalingam Pillai's case onwards, the general impression was neither in zamindaris nor in inams the tenants had any occupancy rights. The contrary view began to gain ground so far as zamindaris are concerned in *Apparao v. Subbanna* (13 Madras, 60) and *Venkata Mahalakshamma v. Ramajogi* (16 Madras, 271) which, however, laid down no principle. A presumption in the nature of a rule of law was first laid down in *Venkatanarasimha Nayudu v. Dandamodi Kotayya*, 20 Madras, 299, and was extended in *Chikati Zamindar v. Ramasurudara*, 23 Madras, 318. It is unnecessary now to consider how far this rule was right. The rule served its purpose from *Venkatanarasimha Nayudu v. Dandamodi Kotayya* up to the legislation in the Madras Estates Land Act and what was given by the rule of law is now given by legislation to tenants in estates. My opinion is, if the Madras Estates Land Act is not passed those decisions in 20 Madras, 299, and 23 Madras, 318, would have been shaken by the recent Privy Council decisions." In 48 Madras Law Journal, 701, at page 706, Mr. Justice Ramesam and Mr. Justice Venkatasubba Rao reiterate this position and state that "in 870 Sir Ch. Scotland, C.J., held that when a tenancy in the Presidency of Madras commenced under a terminable contract there was nothing to prevent the landholder from ejecting a tenant at the end of the term from the lands which had been let to him, thus approving of Chokkalingam Pillai's case which is thus still good law except where abrogated by the legislature (Act I of 1908) as to lands in estates."

14. The earliest of the Privy Council decisions referred to by Mr. Justice Ramesam in the above passage is the one in 41 Madras, 1012, in which the following significant passage occurs: "It has been contended on behalf of the respondents that in the times when the Reddi Kings ruled in this district, the ownership of the soil of this land in India was not in the Sovereign or ruler and the right of the ruler was confined to the right to receive as revenue a share in the produce of the soil from the cultivator. Upon that assumption it was contended that the inam grant of 1373 could have been only a grant of King's share in the produce of the soil, i.e., that the grant was a grant of land revenue alone and did not include the kudivaram. That is an assumption which no court is entitled to make and in support of which there is, so far as Their Lordships are aware, no reliable evidence. The fact that rulers in India generally collected their land revenues by taking a share of the produce of the land, is not by itself evidence that the soil of lands in India was not owned by them and could not be granted by them, indeed, that fact would support the contrary assumption, that the soil was vested in the rulers who drew their land revenue from the soil, generally in the shape of a share in the produce of the soil which was not a fixed and invariable share, but depended on the will of the rulers. The assumption contended for on behalf of the respondents was not recognized in Regulation XXXI of 1802."

15. In 44 Madras, 588 (*Full Bench*), at page 597, Wallis, C.J., refers to the above Privy Council decision and to the question propounded by them as follows: "Was it a grant of the revenue only of the villages, or was it a grant of the proprietary right in the village, that is, the soil of the village," which appears to suggest that it was one



or the other. They proceeded to reject the historical theory that in ancient time the ownership of the soil of land in India was not in the Sovereign or Ruler and that the right of the ruler was confined to a right to receive as revenue a share in the produce of the soil from the cultivators; and they went on to reject the presumption founded on that theory that in the case of an inamdar it should be presumed in the absence of the inam grant under which the inam was held, that the grant was of the Royal share of the revenue only." In 57 Madras, 443, there was a grant of an agrapharam to a non-resident Brahman in the year 1810 by a zamindar of a village within his permanently settled zamindari. There were cultivating tenants in the village at the time of the grant. The agrapharamdars were only receiving rents and were not personally cultivating. The question at issue was whether the grant to the agrapharamdars was a grant of the kudivaram also. It was contended that the grantor being a zamindar, he could not have had any kudivaram right himself and could not, therefore, have granted the kudivaram right to the agrapharamdars. In rejecting this contention Their Lordships of the Judicial Committee observe as follows at page 450: "But the appellants contended that the fact of their having been cultivating tenants in the village prior to the grant of 1810 raised a presumption of fact that the zamindar had not kudivaram right and that accordingly the grant did not include that right. But in Their Lordships' opinion the existence of such a presumption was expressly negatived and certain decisions of the High Court at Madras and the High Court at Bombay which had given effect to such a presumption were overruled by the decision of this Board in *Suryanarayana v. Potanna*, 41 Madras, 1012, in 44 Calcutta, 841, in a case relating to the permanent settlement of Bengal which was closely similar to and which formed the model for the later permanent settlement in Madras, Their Lordships of the Judicial Committee observed as follows: "Passing to the settlement of 1793 it appears to Their Lordships to be beyond controversy that whatever doubts be entertained as to whether before the English occupation, the zamindars had any proprietary interest in the lands comprised within their respective districts, the settlement itself recognizes and proceeds on the footing that they are the actual proprietors of the land for which they undertake to pay the Government revenue. The settlement is expressly made with the zamindars independent talukdars and other actual proprietors of the soil." This passage was quoted with approval by the Privy Council again in 1931 A.I.R. Privy Council, page 89, where they state that the "burden of proving their title lay upon the respondents who were claiming adversely to the zamindars and that the presumption arising from the permanent settlement had been considered by the Board in several cases, making particular reference to the passage quoted above which they characterize as a well-known passage."

I. (b) While the proprietorship of the soil is distinctly in the zamindar, that is in no way destructive of the rights of the tenants which are sufficiently clearly defined in the Madras Estates Land Act. In the administration of the Madras Estates Land Act, no difficulty has arisen or been felt in finding out the rights and obligations of the tenant in any given situation. The nature and incidents, therefore, of the interests of the landlord and the tenant under the Madras Estates Land Act are sufficiently defined and do not call for any further enunciation. The Privy Council in 47 Madras, 337, referred to kudivaram as a well-known expression which they paraphrased as "a species of tenant right or right of permanent occupancy." Earlier in their judgment, the Privy Council state that a right of occupancy in land in India is a right, subject to certain conditions of a tenant to hold the land permanently which he occupies. It is a territable right and in some cases possibly, may be transferable by the tenant to a stranger. This is the nearest authoritative definition or description which can be had of the rights of occupancy ryots in an estate. It is unnecessary to refer any more elaborately to the several sections of the Estates Land Act which defined the various incidents of the relationship of landlord and ryot created by it.

II. (a) It is apparent that as the very expression implies it is not possible to define what a fair and equitable rent is. What rent is fair and equitable must necessarily be left to the facts of each individual case and to the discretion of individual officers who are called upon to determine it when the parties are not agreed about it.

(b) As regards the considerations which should be taken into account in fixing a fair and equitable rent, the first and foremost principle is to avoid interference with the existing state of things as far as possible. Section 28 of the Madras Estates Land Act recognizes this principle and provides that in all proceedings under the Act, the rate of rent for the time being lawfully payable by the ryot shall be presumed to be fair and equitable, until the contrary is proved. It is unnecessary to refer to similar provisions in almost identical terms in the Tenancy Acts of other provinces all of which proceed upon a universal and highly salutary principle. While a power of interference may be conceded in extreme cases to officers who are specially empowered in this behalf to



modify the existing rates of rent when they consider them to be unfair or inequitable it requires very little argument to impress upon the authorities that such interference should be circumscribed by statutory provisions or rules so as to prevent the arbitrary or capricious exercise of their discretion by individual officers.

Under the Rent Recovery Act (Act VIII of 1865) section 2 permitted the rents to be fixed by express or implied contract between a landholder and a ryot. A contract necessarily implies consideration. Even in cases arising under section 2 of the Rent Recovery Act, therefore courts of law were not blindly enforcing the contracts existing between landholders and ryots in respect of rent, but were enforcing only such contracts as were supported by consideration. In cases where it was proved that the rate of rent obtaining prior to the contract sought to be enforced was less than the rate mentioned in the contract, courts were going into the question whether there was any consideration moving from the landholder which could legally support the contract on the part of the ryot to pay higher rate of rent and in innumerable cases where no further or additional consideration for the payment of rent at an enhanced rate was made out on the part of the landholder, courts were refusing to give effect to the new or additional obligation undertaken by the ryot. Under the Estates Land Act, section 24 distinctly provides that the rent of a ryot shall not be enhanced except as provided by the Act. The circumstances in which rent can be enhanced or exhaustively enumerated in section 30. Rent cannot be enhanced except on one or other of the grounds set forth in that section and even in cases coming under section 30, it has been definitely ruled that a landholder must get his claim for enhancement approved or adjudicated upon by the Collector and that contracts between a landholder and a ryot providing for enhancement of rent on one or other of the grounds mentioned above would not be enforceable in the absence of a decree or order of the Collector as contemplated by sections 30 to 36 (vide 1934 Mad., 454). It may therefore be taken that except where suits were filed by landholders under section 30 of the un-amended Act and rents were enhanced by decrees of the Collector, the rents now obtaining in the several zamindaris are the rents which prevailed in 1908. Or, in other words, these rents have been in force for a period of 30 years at least and in some cases they are rents which have probably prevailed for much longer periods. In the case of the Pithapuram Zamindari, to refer to a particular instance, the system of rents now prevailing is mostly what was voluntarily agreed to by the ryots as long ago as 50 years back, and what has been conformed to by the ryots without any manner of complaint down to date. In the absence of exceptional reasons calling for interference with the state of things which has existed for a period of 30 years it is neither fair nor equitable that the rents should be arbitrarily reviewed or reduced. As regards the grounds of enhancement set forth in section 30 it cannot be denied that fairness or equity requires that the landholder should be entitled to enhance his rents when prices have risen, or when the productive powers of the land have been increased by an improvement effected by or at the expense of the landholder or where the landholder has contributed to the cost of the upkeep of a work of irrigation or other improvements which has been carried out by the Government and which is beneficial to the holding of the ryot, or where the productive powers of the land have been increased by fluvial action, the benefits of which the landholder is legitimately entitled to share along with the ryot. It would be noticed that the enhancement permissible in the several cases outlined above is a matter for the fixation by, and determination of, the Collector and that the landholder is not entitled to claim any enhancement arbitrarily at his own discretion. It should also be remembered that section 35 clothes the Collector with an overriding power of refusing enhancement notwithstanding anything contained in sections 31 to 34, if he considers the enhancement unfair or inequitable in the circumstances of the case.

A decree enhancing the rent under the Estates Land Act prior to the amendment of 1934 or under an order passed under the amended Act enhancing rent would continue to be in force for a period of 20 years and no further suit or application would be maintainable for the enhancement or reduction of rent during that period. If this provision works a hardship upon the ryot and prevents him from claiming a reduction notwithstanding an appreciable fall in prices subsequent to the decree or order in question there is adequate protection for the ryot who by an application under section 39 (a) can get a remission proportionate to such fall in prices.

While referring to the provisions in the Estates Land Act for enhancement of rent it should not be forgotten that there are corresponding provisions for reduction of rent for stated causes and when the existing rents are unfair and inequitable it is open to a ryot to get them suitably reduced. The grounds which are available to a ryot for obtaining reduction of rent are fairly comprehensive and provide for almost all legitimate reasons on which such a claim can be based. The most cursory comparison

of the provisions in the Estates Land Act in regard to the enhancement of rent on the one hand and the reduction of rent on the other would establish that these provisions are fair both to the landholder and the ryot without giving any undue advantage either to the landholder over the ryot or to the ryot over the landholder and further that they restrict the scope of interference with the existing rents as far as possible by providing that either enhancement or reduction of rent can be claimed only on the ground specified in the Act and within the limits laid down in it. Apart from the considerations stated above, namely, that the legislature should avoid as far as possible interfering with the rents which have been in operation for over a period of 30 years or more, regard should also be had to the fact that ryots in estates are in a position to lease out their holdings to undertenants earning considerable profits to themselves after paying to the landholder the rent which is legally due on it and that the interests of occupancy rights have a market value and are being freely sold and mortgaged. From the economic point of view, therefore, the provisions of the Estates Land Act have imparted a value to the interest of a ryot which cannot be overlooked when considering whether any interference is at all called for. In the Pithapuram Zamindari subletting by the ryots is quite a noticeable feature which on account of the general fertility of the agricultural land and reasonableness of the rates of rent prevailing leaves a very fair margin of profit to the ryot even after he has fulfilled his obligation of payment of the prevailing rent to the zamindar.

Before deciding upon any interference with the existing rents, one very important consideration which the legislature should not overlook, is that prior to the introduction of the visabadi or cash rent system, the landholders were collecting for and towards their melwaram not less than 50 per cent of the gross produce of the holding, whether wet or dry, in the great majority of the zamindaris in this Presidency and not less than half the net produce in a few estates. According to the Vizagapatam District Manual (page 203) "The value of the crop was estimated just before harvest and the Government share was received in specie, one-third of the paddy crop being allowed to the fixed inhabitants, two-fifths to strangers and one-half to Thelingas (Telagas) and those who cultivated dry grains."

In Sir Thomas Munro's Minute of the Northern Circars, dated 7th January 1823, the following very instructive passage occurs: "Under the old Hindu Government they paid half of the produce in kind, but after the Muhammadan conquest the zamindars employed in the management of the country imposed a sist or fixed assessment on the land to which extra assessments were afterwards added, by which the share of the ryots was reduced, nominally to one-third, but actually to one-fifth of the gross produce in rice fields, which formed the chief cultivation of the country. In dry grain cultivation the shares of the ryots and Government were equal. These were the shares which were prevailing in the Chicacole circar. In the more southern circars of Rajahmundry and Ellore, the ryots' share there was higher. It was in rice-land 40, 50 and 60 per cent, but he did not actually receive more than one-fourth or one-fifth, in dry grain it was one-half."

Mr. Webb, who was member of the Circuit Committee which reported regarding the Vizianagaram zamindari refers to the ryots' or inhabitants' share of the produce as one-half, whether in the produce raised on wet lands or in dry grains. It is easy to multiply quotations in regard to the zamindaris in the Vizagapatam, Godavari and Kristna districts, from the reports of the Circuit Committee or from other official documents records from which it would appear that the zamindar's share of the crop at or about the time of the Permanent Settlement was never less than half and was in several cases 60 or even a larger percentage. The same state of things seems to have existed in the southern zamindaris also, except in the case of a few where the zamindar's share by local usage or custom was restricted to a half of the net produce.

When this was the state of things obtaining in the days of the Hindu and Muhammadan rulers and right up to the Permanent Settlement of 1802, it is idle to suggest that the cash-rents, which are now being collected by the zamindars, and which would fall far short of half the net produce, should be revised or reduced, notwithstanding their prevalence for at least thirty years or as in the case of a zamindari like that of Pithapuram for about fifty years.

(c) Under Regulation 25 of 1802 the zamindar has to pay a fixed and unalterable sum as peshkash to the Government annually. There is a specific provision in that enactment that no remission will be granted to the zamindar in that amount under any circumstances. So long as that provision remains in force it is not fair to ask the zamindar to remit any of the rents due to him. The analogy of the remissions in ryotwari areas cannot be brought in for the simple reason that there is an obligation on the zamindar to pay a fixed sum to the Government which is lacking in the

former. Unless the Government undertakes to remit out of the peshkash the whole of what the landholder is asked to remit out of his cist from the ryots on provision for remission ought to be made in any impending legislation.

Section 39 (a) of the Estates Land Act provides for the compulsory remission of rents where the prices in a particular year are lower by not less than 18½ per cent than the average prices on which fixation of the existing rent was based. This scope of the section is no doubt confined to cases where the rent of any land was enhanced under section 50 or commuted under section 40 or where there was a settlement under Chapter II. This section which recognizes the principle of compulsory remission enforceable in a Court of Law is itself an extraordinary provision, remission being in the very nature of things a matter of grace or concession on the part of the landholder. Even in the case of a ryotwari areas the ryotwari pattadar cannot claim any remission in a Court of Law on the ground of a failure of crops or otherwise. Seasonal remissions granted to ryotwari pattadars on the ground of total failure of crops are in the discretion of the Revenue Officers though no doubt that discretion is exercised according to principles and regulations laid down in the standing orders of the Board of Revenue. A provision giving a ryotwari pattadar a right of action in a Court of Law against the Government on the ground of failure of crops or on the ground of a fall in prices is hardly conceivable. Even to the extent to which section 39 (a) has gone it is widely felt that it imposes a hardship upon the landholder because at the time of the fixation of the rent either in an enhancement suit or in a suit for commutation the average prices prevailing in a period of ten years were taken into consideration. And if remission is to be granted in any particular year on the ground that the prices prevailing in that year are lower than the level of prices adopted as the basis either in enhancement suits or in commutation suits there is strictly speaking no reason why there should not be a corresponding provision entitling a landholder to claim a larger rent in any particular year when the prices in that year exceed the prices adopted as the basis in the commutation or enhancement suits by 18½ per cent or more. The landholders have no intention of asking the legislature to insert any provision in the Estates Land Act entitling them to claim an enhancement of rent on the basis suggested above. But they would desire to point out the extent to which a concession has been made in favour of the ryots by the insertion of section 39 (a) by the amending Act VI of 1936. It should be borne in mind that even in cases where rents were fixed otherwise than in a suit for enhancement or in a suit for commutation, the vicissitudes of the season have invariably been taken into consideration so that there is no legitimate ground for remission by reason of a fall in prices of agricultural produce in any particular year. Price fluctuations are inevitable and they constituted one of the several elements which were taken into consideration in the fixation of rents as between landholder and ryots. As regards failure of crops it is neither feasible nor advisable to have anything like a statutory provision as it is likely to lead to controversial litigation which is beneficial neither to the ryot nor to the landholder, the ryot claiming remission of rent on the ground of failure of crops, total or partial, and the zamindar denying such failure or the extent of it and asserting that such failure is the result of the ryot's own negligence and was not caused by causes beyond his control. There are, besides, serious difficulties in the matter of working any system of remission in zamindari areas. The accounts maintained by the karnams and the reports, if any, drawn up by them after field inspection are mostly inaccurate and cannot be relied upon. The landholders have no sort of control over the karnams and in most cases cannot even insist upon the services of the karnam being available for field inspection or for crop assessment. The zamindars would have to considerably enlarge their establishments for carrying out field inspection assuming that an inspection by the zamindars' officials would be acceptable to the ryots. If the Revenue department of the Government is to be entrusted with the duty of deciding upon claims for remission in zamindari areas, there must be considerable addition to the revenue staff in districts where there is a large extent of zamindari land. Revenue officials entrusted with such inspection duties are not likely to act with that sense of restraint and responsibility with which they could be compelled to act in deciding upon similar claims for remission in ryotwari areas. And any system of remission would almost be unworkable in the unsurveyed estates where rents were fixed with reference to particular holdings on a rough and approximate estimate of the area and is not based or calculated upon any particular rate per acre.

It is therefore submitted that the provisions contained in section 38 in regard to the permanent reduction of rent and in section 39 (a) in regard to the remission of rent in particular years are adequate and have gone far enough and there is every objection to a statutory provision being made for remission of rent on the ground of a failure of crops.

(d) This has been sufficiently answered. It is neither practicable nor advisable to settle the rate of rent for a particular area once for all. In the same areas there will be lands with varying fertility and it is not possible to have the same rate of rent for all lands in the same taluk irrespective of their fertility, irrigation facilities and innumerable other factors which have to be taken into consideration before a fair and equitable rent leviable in respect of any land can be decided upon. As regards the fixation of a share of rent for a particular area, if it is contemplated that the original *varam* or crop sharing system should be reverted to, such a system would be in consonance with established custom and usage and would undoubtedly be advantageous to zamindars. But it is extremely doubtful whether it would be agreeable to ryots whose rents fall far short of the customary share which they would have to deliver as *rajabhagam* or *melwaram*. Further it cannot be doubted that under the *varam* system there would be constant friction between the landholder and the ryot in the matter of estimating or dividing the crop. Nor can it be denied that the policy of the law has in recent years, been to encourage commutation and even to make it compulsory so that even in those cases where rents are being paid in kind commutation of grain rents into cash-rents has now been made compulsory under the recent amendment of the Madras Estates Land Act in 1934. The landholders have no desire that the above concessions made in favour of ryots should be recalled or that there should be a reversion to the old *asara* or *varam* system. The above discussion however should make it clear that the ryots are now much better off than they possibly could be under the *asara* system which was prevailing at one time throughout this Presidency. Apart from laying down that the rent should bear a particular proportion to the gross produce or to the net produce of the holding in question it is not possible to settle the rates or share of rent for a particular area once and for all. Even if the rate or share of rent over a particular area is to be settled with reference to gross produce or net produce that share can be converted into terms of money only by a regular settlement which it is hardly necessary to point out would be very costly and there is no justification for embarking upon a settled rent at heavy expense without its being previously ascertained whether after all the rents now prevailing bear to the gross or net produce of the lands to which they relate such an unduly high proportion as to call for the interference of the legislature or of the Government. If in any village the rents are unduly high there is adequate provision in the survey and settlement, Chapter II of the Estates Land Act for a settlement of rents in that village on a fair and equitable basis. That remedy is always open to the ryots. And the amendment of the Estates Land Act in 1934 has considerably simplified the procedure and has made it more easily available to the ryots than previously. The answer to the first part of question 2 (d) is therefore in the negative.

As regards the second part of question 2 (d), it is neither possible nor easy to enunciate principles for the determination of a fair and equitable rent. Even if one were to attempt such an enunciation, the principles must necessarily be of a very vague character and cannot be particularly helpful. As already submitted a most salutary principle is the one that is enunciated in section 28 of the Estates Land Act, namely, that of starting with the existing rate of rent which have been in force for a considerable time. And if any modification of those rents has to be provided for, the principles on which and the circumstances in which such modification has to be made have to be strictly defined. A general examination of the rents now obtaining is hardly called for. Considerable discretion in determining what is a fair and equitable rent is left under the Estates Land Act to the officer or court concerned, and it is unnecessary to enlarge it.

(e) It is not desirable that the provincial Government should revise, alter or reduce the rents by executive action. It would be most unsatisfactory to permit the executive to interfere with the rights of the parties which must as far as possible be determined either by the established civil courts of the country or where by reason of the nature and character of the questions arising for determination it is considered desirable that they should be adjudicated upon by officer having revenue experience by such officers acting in their capacity of revenue courts. If the Government is to be permitted to interfere with rents by executive action, there is no doubt that it would become an element of oppression and tyranny and may lead to the victimization of particular individuals and classes.

III. (a) & (b) Under the present law a landholder can collect the rent due to him in one of three ways: (1) by a suit before the Collector, (2) by distraint and sale of movable property, and (3) by sale of a ryot's holding (vide section 77, Madras Estates Land Act). It is a matter of common knowledge that notwithstanding the

power to distraint and sell movable property and notwithstanding the summary procedure laid down in the section 112 and the succeeding sections for the purpose of bringing a ryot's holding to sale zamindars are finding considerable difficulty in realizing their rents. At the time of the passing of the Madras Estates Land Amendment Act (Act VIII of 1934), there was a discussion as to the safeguards which had to be provided for the purpose of avoiding hardship and loss to ryots and the provisions of Chapter VI underwent several material alterations. The procedure to be followed when movable property is sought to be distrained and sold is elaborately laid down in sections 77 (a) to 110. Sections 111 to 133 regulate the sale of a ryot's holding. Here again there were several amendments moved on behalf of the ryots and accepted by the legislature at the time of the passing of the Madras Act VIII of 1934. In order to make the procedure by way of distraint and sale of movable property affective, it is necessary in the first place to avoid delay which very frequently occurs in conducting the sales. It is notorious that the appointment of a sale officer for conducting a sale of movable properties distrained by a landholder and the holding of the same by such officer when appointed, takes several months, if not years with the result that the charges for watching the distrained movable property very often, comes to much more than the value of the property itself. It is therefore highly necessary that there should be provisions in the Estates Land Act first laying upon the village headman the duty of taking care of and preserving the distrained property and secondly providing that the sale of the distrained property shall ordinarily take place within a month or such other period as the legislature may fix from the date of the sale application. The provisions like those above indicated would bring down watching charges considerably and hasten the sales and thus help in the realization of rents more speedily and with less cost than now.

Again in the case of sale of movable properties, so also in the case of sale of ryots' holdings. Landholders have a general grievance that the holding of such sales is very often unduly delayed. This again calls for the imposition of a time limit within which ordinarily the actual sale of the holding should take place computing from and after the date of the sale application.

A further suggestion which the landholders would desire to make is that the procedure by way of distraint, and sale of movable properties and by way of sale of ryots' holdings should be available for a period of two years instead of for a period of one year as now. There is no reason why the benefit of a cheap and expeditious procedure should not be extended to the landholder in the matter of realization of rents which are legitimately due to him.

(c) In the matter of sale of holding there is no doubt that the procedure indicated in the Estates Land Act of 1908 was simpler and less costly than the procedure which is now enforced by reason of the amendment made in 1934. The provisions introduced by the amendment Act are cumbersome and unnecessary and have made the sale proceedings very costly. Notifications in the District Gazette are enjoined at three stages of the sale proceedings under sections 117 (1), 123 (3) and 124 (3). The Government collect at the rate of Rs. 11-11-6 per holding for all the three notifications. Representations for the reduction of the costs of publication have proved futile. It cannot be pretended that the ryot ever reads or looks into the District Gazette and it is impossible to comprehend for whose benefit such notification is insisted on. These notifications considerably swell the costs of sale and add to the burden which ultimately falls on the ryot.

While section 112 provides for service of notice on the defaulter through the Collector as also for the service of a notice by post, the sale proceedings can, under sections 113 and 114 commence only after service of notice on the defaulter through the Collector. In view of the insistence by the amending Act of 1934 on the service by post of a notice on the defaulter it should be provided in section 114 that the sale proceedings may go on if the defaulter is served in either of the ways contemplated by section 112.

The new section 116 provides for an elaborate procedure for the settlement of sale proclamation, which it is submitted, may be removed, as, this causes unnecessary delay and is of little or no value or benefit to anybody. The object of the Estates Land Act in providing for a sale of ryot's holding was to make the procedure much simpler and cheaper than the procedure in respect of sales under Civil Procedure Code. That is why there was no provision in the Estates Land Act of 1908 corresponding to the present section 116 and considerable discretion was left to the sale

officer in the matter of holding sales. It does not appear that any serious hardship was occasioned on any appreciable scale by reason of the discretion being vested in the sale officer. The present section 116 is modelled on the provisions of the Civil Procedure Code and prescribes an elaborate procedure for the settlement of sale proclamation and frustrates the very object which the legislature had in view when it empowered the landholders to collect their rents quickly and cheaply by the sale of a defaulter's holding.

IV (a) & (b). The question as to whether the rights of tenants to water-supply are inherent as being appurtenant to the land or are merely a matter of contract between them and the landholder does not admit of any easy answer. It raises a purely academic issue. Even as between a ryotwari pattadar and the Government the question whether the right of the former against the latter is a contractual right or a proprietary right cannot be taken even now to have been directly answered. In 54 Madras, 793, Mr. Justice Wallace and Mr. Justice Krishnan Pandalai refer to 1 Madras, 205, where that right was held to be contractual and to 28 Madras, 72, where it was held to be proprietary but do not themselves decide whether it is the one or the other. At the same time Their Lordships point out that the incidents of the relationship between ryotwari pattadar and Government in the matter of water-supply are sufficiently well-defined. A pattadar whose lands are registered as wet is entitled to be supplied by the Government with water to the extent of his accustomed requirements. He has no right to insist upon the supply being provided from any particular channel or sluice. It is open to the Government to alter the sluice or channel or other work of irrigation from which the ryot is to derive his supply, and subject to the obligation of providing water to the extent of the accustomed supply the Government's powers of regulation are unlimited. That the position of zamindars within their zamindari approximates to the position of Government in ryotwari areas, was stated so early as I.P.A. 364. Referring to the zamindar of Karvetinagar Mr. Justice Innes of the Madras High Court, whose judgment is quoted in *extenso* at page 377, says, "What is the obligation of the defendant as to keeping these tanks from bursting and causing mischief. The tanks are ancient. They are maintained as they have been immemorially used for the purposes of irrigation according to a system in use throughout this part of India. The State is the general landlord but in some parts of the country it has made over certain of its rights as landlord to zamindars like the defendant who thus become vested with the duties of management which previously appertain to the State. One of the duties which the State has always recognized as appertaining to itself is the maintenance of old and the extension wherever practicable of new works of irrigation." A few lines lower down Justice Innes again states "that the tanks of this defendant are in the same position in this respect as the other works under the direct management of the State." The Privy Council upheld the judgment of the High Court and state as follows at page 385. "The tanks are ancient and form part of what may be termed a national system of irrigation recognized by Hindu and Muhammadan law, by regulations of the East India Company and by experience older than history as essential to the welfare and indeed to the existence of a large portion of the population of India. The public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India and upon the settlement of the country, has, in many instances, devolved on the zamindars of whom the defendant is one. The zamindars have no power to do away with these tanks in the maintenance of which large numbers of people are interested but are charged under Indian Law, by reason of their tenure with the duty of preserving and repairing them."

It is not denied that in respect of lands classed as wet the zamindar is under an obligation to supply water to the ryot to the extent of his accustomed requirements. But it cannot be denied at the same time that the zamindar can regulate the supply and distribution of water from the tanks and other sources of irrigation in his estate without depriving the ryots of their accustomed supply.

Even in the matter of riparian rights in rivers and streams flowing by their lands zamindari ryots stand in relation to the zamindar in the same position which is occupied by ryotwari pattadars whose lands about a river or stream with reference to the Government. Even if it is to be held that the owners of limited and qualified interests in land abutting a river, have riparian rights with reference to and to the extent of such limited or qualified interests, so that even if it is not open to a zamindar to prevent a ryot from using the water of the stream which flows by his land such user is taxable by the zamindar and assessment can properly be levied by the zamindar in respect of it. Just as the ryot uses land for the purpose of agriculture and pays rent on it to the landholder, the ryot may have a right of user in the water of the

stream which flows by his land but is bound to pay the zamindar a proper rent or water charge in respect of such user.

V. (a) There is no necessity for compulsorily surveying all estates and directing the preparation of records of rights. The cost involved is prohibitive and it would be very difficult either for the zamindar or for the ryots to bear it. There is no need for such compulsory survey or for the preparation of a record-of-rights except where the zamindar or the ryot desire to have a settlement of rents in which case it is open to him or them to initiate proceedings in the manner laid down in chapter II. Even in the absence of an application by a landholder or the prescribed proportion of rights for the survey of the village or villages in which they are interested it is open to the Local Government to direct a survey and the preparation of a record-of-rights, where in its opinion such survey and preparation of record is necessary to secure either the ryots generally or the landholder of an estate or a portion of an estate in the enjoyment as such of their or his legal rights or is calculated to settle or avert a serious dispute existing or likely to arise between the ryots generally and their landholder." [See section 164, sub-section (i), clause (b).] The existing provisions therefore are adequate and do not call for any amendment.

If survey is to be made compulsory it should be done only if the Government is prepared considerably to reduce the cost or if provision is made for a procedure whereby a zamindar carries out the survey of his estate or a portion of it by a cheap agangan agency employed by him in accordance with a scheme of survey which he has in the first instance to submit to the Government and get the approval of the Government. Such a scheme would provide for effective supervision by responsible Government officers and for the recovery of the proportionate share of the cost from the ryot. Provision may also be made for adjudication of land complaints and for the same legal significance being attached to the survey records as in the case of a survey carried out by a Government Survey Party. If it is considered that the adjudication of land complaint would involve or imply the posting of survey officers of a certain grade which in its turn would involve considerable cost, it would have to be considered whether in respect of surveys carried out by the zamindar in accordance with the schemes to be submitted to and approved by the Government, the procedure by way of land complaints cannot be dispensed with and whether it would not be sufficient to make the survey record presumptive proof of what is stated therein, enjoining upon the Courts before which such survey record may be filed to presume that the entries therein contained are correct unless the contrary is proved.

VI. In view of the clear provisions of sections 135 and 136 the former of which prohibits the collection under any name or under any pretence of any amount in addition to the rent lawfully payable and the latter of which provides for the recovery of amounts so paid together with penalty from the offending landholder, this question must be answered definitely in the negative.

The landholders have no desire to collect anything more than what is covered by the definition of rent as given in section 3 (II) of the Madras Estates Land Act and they have no objection to any further legislation if any such legislation were needed, with a view to prevent landholders from collecting anything over and above the rent lawfully due.

VII. (a) There is no statutory declaration of the rights of tenants in regard to grazing of cattle, collection of green manure or of wood for agricultural implements. Such rights if they exist can only be in the nature of customary rights and have to be proved in the manner in which all valid customs have to be proved. They must be well defined, immemorial and reasonable. Subject to their possessing the above attributes rights of the nature suggested in the question can be proved. Their extent and their incidents must necessarily depend upon the usage obtaining in the locality in question. They vary from estate to estate and from village to village in the same estate. In several estates ryots graze their cattle or collect green manure or teakwood for agricultural implements by obtaining permits from the landholder or his officials and on payment of the prescribed fees which are not at all burdensome and are almost nominal. Incidentally it must be stated that the expression "Agricultural implements" occurring in question VII (a) is very vague and would require detailed definition, if any declaration of rights is contemplated.

(b) The tenants have no inherent right to use the natural facilities referred to in question VII (a) for their domestic and agricultural purposes free of cost.



(c) With reference to this question a distinction would have to be drawn between (1) public paths, (2) communal lands and (3) hill and forest porambokes. As regards public paths so long as they are being used as public paths neither the zamindar nor the ryots can seek to put them to any use other than as public pathways. That in respect of punthas and donkas or public paths the right to the subsoil is in the zamindar and that even the surface soil is vested in local authorities only so long as the public path is in use, must now be taken to be fairly well-settled so that if and when they cease to be used as public pathways the land covered by those public pathways would be at the disposal of the zamindar whether the pathway was in existence prior to the permanent settlement or came into existence after the permanent settlement. (Vide 71 Madras Law Journal, 749). As regards communal lands of the nature contemplated by section 3, sub-section 16 (b) of the Estates Land Act such as thrashing floors, cattle-stands, village-sites and their lands which are set apart for the common use of the villagers, the reversionary rights in such lands always vested in the landholder whether prior or subsequent to the permanent settlement. So long as they are being used for the communal purpose in question nobody can divert them to any other purpose. If such land is not required for any communal purpose the District Collector under section 20-A (1) (b) of the Madras Estates Land Act as amended in 1934 to direct and declare that they should be used for any other specified communal purpose. If such land is not required for any communal purpose the District Collector may under section 20-A (1) (b) (ii) direct that it be converted into Government ryotwari land or landholder's ryoti land according as the reversionary rights in such land vested under the terms express or implies, of the sanad title-deed or other grant in the Government or in the landholder. This last clause confers upon the District Collector a very wide power which can easily be abused. It is unreasonable that the Collector should be made the adjudicating authority when the question arises between the Government on the one hand and the zamindar on the other. As the provisions of the Madras Estates Land Act stand at present this decision of the Collector seems to be final. This clause must be taken out of the Estates Land Act so that the question of reversionary right as between the Government and zamindar would be fought out when it arises in the regular courts of the country. If it is to be retained, the decision of the District Collector must be made expressly subject to the result of any suit which the aggrieved party may file in a civil court within a prescribed time.

Hill and forest porambokes are the property of the zamindar. (Vide 40 Madras, 886, Privy Council) subject of course to such restricted rights as the ryots or the inhabitants of neighbouring villages may have virtue of longstanding custom or usage. They do not stand in the same footing as public paths and communal lands and if any declaration of rights is contemplated the legislature must clearly bring out the distinction between the several classes of lands contemplated by question VII (c).

VIII. (a) In view of the material alterations made in Chapter VIII of the Madras Estates Land Act by the amending Act VIII of 1934 further amendments of the provisions relating to the maintenance and repair of irrigation works in estates are not called for. In its amended form Chapter VIII of the Estates Land Act divides irrigation works into major irrigation works and minor irrigation works according as the ayacut is 200 acres or upwards or less than 200 acres. In the case of a minor irrigation work any ryot or ryots holding a fourth of the land under the particular ayacut or paying a fourth of the rent of the ayacut can apply to a Revenue Divisional officer for ordering the repair of the irrigation work. The applicant or applicants have to make only a deposit of Rs. 100. In the case of a major work of irrigation the application has to be made to the District Collector. The prescribed deposit is Rs. 200. If there is any grievance that a particular irrigation work is not kept in proper repair by the concerned landholder it should be easy for ryots to avail themselves of the procedure laid down in Chapter VIII in its amended form. It should also be noted that the present section 139 is a considerable improvement upon the corresponding provisions of the Estates Land Act prior to 1934 in so far as a landholder can under the present section 139 be directed by the District Collector or the Revenue Divisional officer to carry out the repairs pointed out to him and if he fails to carry out such repairs the Collector may direct that the landholder must deposit the amount of the estimated cost of repair within a time to be specified. If the landholder fails to make the deposit within the time so specified, the officer passing the order can recover the same from the landholder as if it were an arrear of land revenue and then proceed to have the work of repair carried out by such persons and in such manner as he may direct. This provision therefore make it quite easy for ryots to compel the landholder to carry out the necessary repairs



to irrigation works. Before the amendment of 1934, in the case of applications made under the old Chapter VII, if the landholder failed to carry out the repairs which he was directed by the Collector to carry out, the applicant or applicants had to execute the repairs themselves. After carrying out the repairs they were to apply to the Collector for the recovery of the amount spent by them from the landholder. If the landholder declined to pay the amount the Collector could only pass an order for the recovery of the amount from the ryots holding lands under the irrigation work to which repairs were carried out. And those ryots in their turn could set off the payments made by them against the rent which they had to pay to the landholder. This cumbrous procedure has been altogether abolished. Neither the applicant nor the general body of ryots holding lands in the ayacut in question are now called upon to incur any costs in carrying out the repairs. Provision is made for the collection of the necessary amount from the landholder and for the carrying out of the necessary repairs by Government officers with moneys so collected from the landholder by coercive processes.

In view of the above very stringent provisions existing in the Madras Estates Land Act, a further amendment of that Act for the purposes of enforcing against a landholder his liability to keep the irrigation works, in a state of proper repair is altogether unnecessary. The amendments of 1934 have if anything gone too far against the landholder. The attention of the committee may be drawn in particular to section 139 (1) (a) (ii) according to which the officer is only directed to "pay due regard to the capacity of the estate of such landholder to bear within such time the cost of such works". The limit up to which the officer can direct the carrying out of repairs by the landholder is not clearly defined. It is left to the caprice of individual officers and it is quite conceivable that some officers may direct the carrying out of repairs on such an extensive scale as to throw the finances of the estate totally out of gear. It is submitted that a provision should be inserted prescribing that the officer should not in any particular year direct the expenditure by a landholder on the repair of irrigation works so as to exceed the particular prescribed percentage of the annual income derivable from the irrigated lands in his estate.

As regards the respective rights and obligations of landholders and ryots in the matter of the maintenance of irrigation works they are not fully defined either in Chapter VIII of the Estates Land Act or elsewhere. No doubt it cannot be questioned that the landholder has to maintain the irrigation works in his estate in proper repair. Nor can it be doubted that the ryots are bound to carry out such petty works as the yearly clearance of supply and distribution channels or minor repairs which they are by law or custom bound to carry out. (Vide explanation to section 138.) This general statement of the obligations of the landholders and ryots in the matter of the repairs of irrigation is, however, hardly sufficient. Machinery must be devised for the purpose of compelling the ryots to carry out such petty works or minor repairs as they are bound to carry out. There is nothing in Chapter VIII of the Madras Estates Land Act by which ryots can be compelled to carry out such petty works or minor repairs, if they refuse or fail to carry them out of their own accord. There is therefore every necessity for legislation on the lines of section (6) of the Madras Compulsory Labour Act I of 1958 by which a zamindar or his authorized officials may be empowered to call upon the ryots under a particular ayacut to contribute their labour to the carrying out of such petty works or minor repairs as they are bound to carry out and to enforce such penalties as may be prescribed for non-compliance with the requisition.

It is also been felt that the rights of control and distribution of landholders over irrigation works in their estates should be statutorily declared and such rights should not when questioned, be left merely to be gathered or inferred from the Common Law or from the decisions. It is only right that a landholder who is charged with the maintenance and upkeep of the irrigation works in his estate should have adequate powers of controlling the distribution of water and to prevent unauthorized irrigation by the imposition of the penalty if need be upon people who make use of the irrigation works without being lawfully entitled to do so. While the landholder is under an obligation to supply water to the recognized wet lands in the ayacut, he is not under the law as it now stands, in a position to prevent clandestine user of the water of the tank or work of irrigation; in question by persons who are not entitled to be supplied with water from it. Where such unauthorized or clandestine user goes on on a large scale the ayacutdars, who are lawfully entitled to a supply of water sustain loss by not getting plentiful or adequate supply which however neither they nor the landholder are in a position to prevent. The only remedy which a landholder now has against the person unauthorizedly taking water from a tank or

other work of irrigation belonging to him is to sue such person for damages in a civil court which the latter has in most cases no objection to pay, if after an elaborate and costly trial, the court grants a decree against him. The zamindar has no further rights or remedies in respect of such unauthorized user. There is therefore every necessity not only for statutorily declaring the rights of control and distribution of the landholders over the irrigation works situated in their estates but also for empowering them to collect penal assessment subject to certain prescribed limits, from persons taking water from such irrigation works without being entitled to do so and without obtaining the consent or permission in writing of the landholder or his authorized agents.

(b) As already pointed out, section 139 of the Estates Land Act empowers the District Collector or the Revenue Divisional officer, as the case may be, to collect the amounts necessary for carrying out repairs to a particular irrigation work from the landholder and to carry out the work of repair through agencies selected by them. There is therefore in the present Act itself provision for repairs being carried out by Government officers in case of default on the part of landholders to carry them out themselves. There does not seem to be any necessity for vesting more powers in the Provincial Government in the matter of the repair or maintenance of irrigation works.

(c) Much less is there any need for vesting such powers in the Government and to make them exercisable by the Government *suo moto* as contemplated by question VIII (c).

IX. An yearly jamabandi as in the case of ryotwari villages would certainly be of considerable aid both to the zamindars and ryots in the matter of revenue administration. But a jamabandi can be useful only if the village officers fully co-operate with the zamindar and his officials. It is notorious that village karnams and headmen render little or no assistance to the zamindar or to the landholder or his officials even though theoretically they are bound to assist the zamindar in the administration of his estate as much as they are bound to render assistance to the Government and its officials and in the collection of the Government revenue and the enforcement of its rights. The reason is not far to seek. Zamindars have no control over village officers whose salaries are distributed by the Government and who are liable to be suspended or dismissed only by Government officers. Now that the Government are contemplating the institution of an yearly jamabandi in the case of estates, the occasion is opportune for the Government to go into the question of control over village officers with a view to vesting in the landholders qualified powers of suspension or dismissal over village servants particularly village karnams and headmen. The recalcitrance of village headmen and village karnams in the matter of assisting in the revenue administration of estates has been a longstanding grievance and is not confined to a few estates. It has been almost a universal feature in all the estates in the Presidency. It is therefore imperatively necessary to devise ways and means of bringing the village officers under the partial control of the landholders without which satisfactory revenue administration is almost impossible.

The ryots in zamindaris very often complain that there is considerable delay in the matter of recognizing transfers of holding or portions thereof by zamindari officials. But it is overlooked that the patta transfer work heavily accumulates and is very often delayed by the refusal and neglect on the part of the village karnams to co-operate with zamin officials.

X. The landholder has no direct contractual relationship with the under-tenant. The only right which he now possesses so far as an under-tenant is concerned is to distrain for arrears of rent due to him the crop which might have been raised on the holding by an under-tenant. The declared policy of the Estates Land Act is to help the actual cultivator. In cases therefore where the occupancy ryot has not for considerable periods carried on any cultivation himself but has on the other hand let out his lands to under-tenants, it is only reasonable and proper that the rights of such under-tenants should be safeguarded by a suitable legislative provision. It would have to be considered whether provision cannot be made for an under-tenant acquiring occupancy right in respect of a portion of the holding which he has been cultivating continuously for a prescribed period of years, the present occupancy ryot's position being converted in respect of such portions of the holding to that of a tenure holder. The rights and obligations of the landholder and the present occupancy ryot would continue to be what they are. But in the case contemplated the present occupancy ryot would be restrained from evicting the under-tenant and would only be entitled to collect from him such rent

as may be settled by contract or as may be regulated by statute. If any legislation contemplated for the purpose of rendering the under-tenant immune from eviction at the instance of the present occupancy ryot, provisions may also have to be thought of for the fixation or regulation of rents suitably as between the present occupancy ryot and his under-tenant.

XI. (b) The present distribution of the appellate and revisional authority as between the civil courts on the one hand and the revenue courts on the other, is fairly scientific. The whole question was very fully considered at the time of the passing of the Amendment Act VIII of 1934. There is no need for the constitution of special tribunals or courts. Both landholders and ryots have no doubt a grievance against long delays which are experienced in some at least of the revenue courts. But that is due to administrative reasons and the remedy is purely administrative. The association takes this opportunity of impressing upon the Government the necessity for appointing special Revenue Divisional Officers wherever there is a large accumulation of Estates Land Act work in any particular division.

XII. (a) The present procedure for preventing unauthorized occupation of ryoti land is far from being effective. A person who unauthorizedly occupies ryoti land in an estate is liable to be ejected by suit in a civil court under section 163-A. He is further liable to pay for each revenue year or a portion thereof the rent fixed for the land on which he has trespassed or if no rent has been fixed such sum as the Collector may on application determine to be fair and equitable. In addition to that amount he is also liable to pay by way of damages a sum not exceeding one year's rent as was fixed or determined. Where the rent in respect of a particular holding or portion has not been previously fixed there is to be an application under section 163 to the Collector. The procedure is both cumbersome and costly. It can be considerably simplified by adopting a procedure like the one contemplated by section 158 in the case of tenants of private lands. On an application to the Collector the Collector would issue to the landholder or his authorized agent a warrant authorizing him to enter upon and take possession of the lands trespassed upon. Such a warrant would also empower the landholder or his authorized agent to distrain the movable property of the trespasser or the crop standing upon the lands for the realization of such amounts as the landholder may be entitled to by way of damages or costs of distraint. For the determination of damages there need be no separate application under section 163. In the very application which the landholder makes to the Collector for the issue of a warrant there may be included a prayer for the determination of the damages, if any, to which he is entitled.

This procedure if adopted would not only do away with the suit contemplated in section 163-A but would also enable the landholder to take possession of lands trespassed upon and realize such demands as he may be entitled to by a single application to the Collector. It would also solve the problem which is almost universal in regard to what are described as 'Bought-in lands.' By a combination amongst ryots it very often happens that there are no bidders at the rent sales so that the landholder is compelled to buy the holding himself. He never, however, gets any effective possession of the lands so bought. The old ryot continues to cultivate it as before. The only remedy which a landholder would have in such circumstances is a suit in civil court which apart from its costliness would take some years to come to a termination. It is very rarely that even the costs of that suit are realized from the trespasser. To avoid such cost and to enable landholders to obtain effective possession of lands bought at rent sales a provision like the one above suggested would be considerably helpful.

(b) Under the Estates Land Act as passed in 1908, zodi, poruppu, kattubadi due from inamdars was included in the definition of rents. By an amendment of 1909, however, that part of the definition was deleted. It would assist landholders in the speedy realization and collection of zodi, poruppu or kattubadi due from inamdars if the definition of rent as it was to be found in the Estates Land Act, 1908, as originally passed is now restored. In the case of pre-settlement quit-rent inams which are also subject to the payment of kattubadi to zamindar the collection of kattubadi may be transferred to the Government on condition of allowing a corresponding deduction from the peshkash payable by the zamindar to the Government.

R. C. K. M. SURYA RAO.

[Same copy has been received from the Yuvaraja and the Rajkumar of Pithapuram.]

**Memorandum by Mr. Damojipurapu Narasimha Rao, Tadepalligudem, West Godavari district, dated 1st December 1937.**

- I. (a) The zamindar is the proprietor of the soil.  
 (b) The tenant has occupancy right and the right to raise crops.
- II. (a) Half the produce of the land.  
 (b) Water facilities, productivity of the soil, cultivation expenses, taxes.  
 (c) Yes, failure of crops due to want of seasonal rains or flood or diseases or any cause beyond the control of the tenant.  
 (d) It is advisable to settle the rate or share of rent for a particular area once for all fixing an irreducible minimum rate. Periodical rates over and above the minimum should be left to the officer as and when the question arises.  
 (e) No.
- III. (a) No.  
 (b)  
 (c)
- IV. (a) Contract between the tenant and the landholder.  
 (b) Superior right. So long as he keeps kudimaramat in order.
- V. (a) Yes.  
 (b) Landholder to bear  $\frac{3}{4}$  and the tenant  $\frac{1}{4}$ .
- VI. No.
- VII. (a) The tenants should have the said rights with the permission of the landholder. If the landholder refuses permission from improper motive with the permission of the Revenue Officer.  
 (b) No; free of cost only for agricultural purposes.  
 (c) The landholder should be the owner of property in the said lands. The tenants have right only of free passage and stay for agricultural purposes. The landholder should maintain them in good condition with the help of tenants and without inconvenience to them. The tenants should not interfere with anything in them.
- VIII. (a) The landholder should be solely made responsible for maintenance of old and new irrigation sources and the kudimaramat from the sources should be maintained by ryots.  
 (b) Yes.  
 (c) On application by parties.
- IX. Necessary.
- X. The pattadar should inform the zamindar the names of several under-tenants and their extents and the zamindar should proceed to collect rents according to their respective holdings. There should be no joint liability between the under-tenants.
- XI. (a) Special tribunal should be constituted for the purpose.  
 (b) Only in Civil Courts.
- XII. (a) Ejectment and damages.  
 (b) They should be collected according to their respective enjoyment.

D. NARASIMHA RAO.

**Memorandum by Messrs. Kavuta Venkataratnam and Vishnubhotla Tyagnanarayana, inamdars of Saripalle village, Tadepalligudem taluk, West Godavari district, dated 28th November 1937.**

- I. Inams were granted during the last six centuries, by the Hindu, Muslim and British rulers and their representatives to several persons individually or collectively for various reasons, namely, for services, arts, religious merit, etc. The grants com-

prised whole villages or portions of villages. Even in those villages which are now called whole inam villages, the original grants were made piecemeal and by successive deeds at different times to several individuals or families. In most of these cases the lands granted were waste or banjar and they were brought into cultivation after gradual reclamation and improvement by the inamdars. It is not correct to say that the grant was only of the right to collect revenue (melvaram) only and that the tenants were already on the land holding the right to cultivation (kudivaram). It is also not correct to say that the grantor is always a melvaramdar. The inamdar acquired both the rights in the land in a variety of ways—

- (a) The inamdars were granted, in several cases, the land itself with absolute rights.
- (b) In some cases, the zamindar granted the rent in inam to persons already in the occupation of the land.
- (c) In some other cases, the zamindar purchased the possessory rights and granted them also in inam.
- (d) In other cases, the inamdars themselves acquired from the occupants, the kudivaram right by purchase or surrender.

Inamdars who came into possession of both the rights as mentioned above were enjoying the inams with absolute rights for centuries and were investing large sums on improvements from time to time. As a matter of fact, it is only from 1900, that there was really any cultivation, worth the name, in the inams fetching any appreciable income to the inamdars.

Under Act I of 1908, after a careful investigation of the grants and other incidents relating to inam villages, section 3 (2) (d) was enacted excluding all such inams and inam villages in which the inamdars possess both the rights of melvaram and kudivaram from the category of estates. This left the question of proving the possession of both the rights to the inamdar in order to secure the exclusion of his inam from the operation of the Estates Land Act.

Under the security given by the said Act excluding inam villages from the category of estates, strangers have purchased for valuable consideration and invested large sums on further improvements of inam lands. Further through family partitions and alienations, the original inams have disintegrated to such a large extent that at present 90 per cent of the inamdars own lands varying in extent from a few cents to a few acres. The total extents of inam villages are, in themselves, very small, as compared with zamindaris as low as 9 acres and not exceeding fifteen hundred acres. The number of inamdars in each village has grown from four to ten times, splitting up the whole village into very small, uneconomic, and fragmentary holdings.

II. The inamdar is to be distinguished from the zamindar for many reasons. He owns very small extents, not economic enough even for one man's cultivation and livelihood, while the zamindar owns thousands of acres which can, under no circumstances, be cultivated by a single individual. The inamdar is not a person put in charge of lands to collect revenue like the zamindar. He does not levy any illegal exactions, cesses, nazaranas from his tenants as in zamindaris. While the zamindar is a mere melvaramdar, through a variety of ways, the inamdar acquired both the rights as mentioned above, from the zamindar or otherwise. The absentee landlordism that may be prevailing in some of the inam villages at present, is of very recent date due to migration of poor inamdars to towns and cities for educational and other purposes. Unlike in zamindaris, the tenancy prevailing in inam villages is tenancy at will, for temporary and short periods.

The status of the inamdar approximates more to that of the ryotwari pattadar than to the zamindar, regarding ownership, payment of taxes and cultivation by lessees. The tenants in inam villages enjoy the same rights and privileges as lessees on the ryotwari holding and are subject to the same obligations. Further, consequent on the intense disintegration of inam villages, the present-day inamdars are of the same status as the minor inamdars possessing a few cents or acres in a zamindari or ryotwari village.

III. As a diversion and side-track to Sami Venkatachalam's Bill for reduction of rents in zamindari areas, the zamindar leaders of the Justice Party sought by a Bill to extend the scope of the definition of 'estate' so as to bring in petty inamdars also into the category of zamindars or landholders, for their own party interests. A specious

plea was trumped up that the Privy Council decision in 41 Madras, 1012 weighed against the inam tenant in the matter of proof of occupancy rights, by lifting the onus of proof from the inamdar and laying down that each case should be decided on its own merits. A further argument was advanced that the tenant was the real owner of the kudivaram. It was sought to be incorporated by an amendment to Sir Archibald Campbell's Bill but the then Governor Sir George Stanley, remitted the Bill for reconsideration and for a separate Bill to deal with inam villages. Accordingly, a separate bill was introduced and passed in hot haste on the same lines and His Excellency Lord Erskine gave his assent to it in the belief that it is not expropriatory. But His Excellency the Viceroy vetoed the Bill on the ground that it is expropriatory in the absence of a provision for fair and adequate compensation to the expropriated inamdars. Thereupon, the Madras Ministry introduced a sham provision of one year's rental as compensation as against the recommendation of  $2\frac{1}{2}$  times by the select committee. It was also made very difficult, by means of special rules of procedure and evidence and a special tribunal without a right of appeal, for the inamdar to prove his kudivaram in order to be entitled even for this farcical and sham compensation. From the beginning of the legislation, a moratorium was declared and continued to maintain the *status quo* as on 1st November 1933. This resulted in the non-payment of rents by tenants in most cases and no suits could be filed for their realization. Peace between inamdars and tenants is disturbed and the lands are not receiving proper attention and improvement either by the inamdars or tenants. The inamdars with their heavy burden of debts are not able to raise any loan or sell the lands and suffered through loss of proprietary rights. Wherever the inamdar is in possession the tenants in the village forcibly trespassed and cut away the crops. In some villages proceedings under section 144, Criminal Procedure Code, have to be taken by the police against such tenants.

IV. The defects in the Inams Act may be summarised as follows:—

- (a) Inasmuch as it does not exempt small holdings of any extent, it makes the poor poorer. It also creates a division of interests between the inamdar and tenant even in such small uneconomic holdings and as such is highly detrimental to agriculture. It very often happens that a single tenant cultivating under different inamdars may be holding more extent and possessing better economic status than the poor inamdar who is made poorer by the deprivation of his proprietary rights.
- (b) The compensation provided in the Act is admittedly sham and grossly inadequate. It should be awarded on the lines of the Land Acquisition Act and in consonance with the decisions of the Madras High Court in I.L.R., 50 Madras, 70 and 37 Madras, 395. The provision of one year's rental as compensation is only a formal device to get over the veto of the Viceroy and discloses want of bona fides on behalf of the framers of the Act.
- (c) Even with such a sham provision regarding compensation the Bill does not cease to be expropriatory.
- (d) The special rules of procedure and evidence and the creation of a special tribunal without a right of appeal are great hindrances for the inamdar to prove his kudivaram. They are not warranted by just principles of law and equity. Not a single inamdar will be able to prove even if he has a good case on merits.
- (e) The act does not reserve a right of self-cultivation, whenever the inamdar chooses to do so. The inamdar who was enjoying the land for centuries, should be offered a prior chance of returning to land before the newly admitted tenant is conferred with occupancy rights.
- (f) By decisions of courts, it was declared in case of some villages that the inamdars possessed both kudivaram and melvaram after protracted and costly litigation. It is but just that those villages should be totally exempted from the operation of the Act.
- (g) The creation of private land by analogy with zamindaris is artificial. Private land as such in inam villages is imaginary and non-existent. Among the categories of private land mentioned in section 3 (10) of the Inams Act, No. 1 does not exist at all, No. 2 cannot exist because no inamdar ever let any land as private land, No. 3 is a superfluous and new nomenclature for lands already under personal cultivation of inamdars and with regard to No. 4, there can be no cases of purchases of kudivaram only from any inamdar to give the benefit of the clause to the purchaser. A purchaser of both the warams from one inamdar is not at all protected, while the purchaser of a single right of kudivaram is sought to be protected.

V. We therefore submit that (1) the Inams Act (Madras Estates Land Amendment Act II of 1936) be repealed and another Bill shifting the onus of proof of kudivaram to the inamdar may be passed.

(2) If for any reasons such a course cannot be taken by the Government at this stage, the following reliefs may be provided by suitable amendments:—

(a) Highly disintegrated inam villages and holdings of 35 acres and below in other inam villages should be exempted.

(b) Holdings purchased bona fide for valuable consideration, should be exempted.

(c) Courts have given final decisions on interpretation of grants and other evidence declaring that the inamdar is entitled to both the warams. In all such cases, the history and grant relating to the whole village have been gone into. Therefore a proviso should be added that nothing in this act should apply to any inam village which before the commencement of the act, has been held, declared or recognized by a court to be not an estate.

(d) Special rules of procedure and evidence and the special tribunal relating to the proof of kudivaram and private land should be abrogated and the jurisdiction of civil courts should be restored.

(e) The compensation payable to the inamdar should be full and adequate.

(f) In any event, the right of self-cultivation should be reserved and the absentee inamdars should be given a prior opportunity to return to land.

Statistics of some inam villages in West Godavari district.

Taluk.	Serial number.	Inam village.	Extent of village (correct to an acre).	Number of inamdars.	Descendants of original grantees.	Extent held by them.	Bona fide purchasers for value.	Extent held by them.	Inamdars owning more than 30 acres.	Inamdars owning 20 to 30 acres.	Inamdars owning 10 to 20 acres.	Inamdars owning below 5 acres.	
						ACS.		ACS.					
Bihmavaram.	1	Narasingarajapuram ..	623	153	20	120	133	503	2	2	6	29	114
	2	Vendra Agraharam ..	283	89	20	75	69	208	1	0	4	3	81
	3	Pennada ..	1,605	134	23	638	111	967	9	3	16	16	99
	4	Dharmapuram.	1,269	80	21	334	59	935	8	4	13	9	46
Tanuku.	5	Eletipadu ..	264	118	38	..	80	..	0	0	4	6	108
	6	Ithampudi ..	206	54	24	..	30	..	0	0	2	2	50
	7	Venkatramapuram ..	144	39	3	42	36	102	0	1	2	8	28
	8	Bhatlamagutur.	1,359	235	..	150	..	1,209	9	2	14	10	200
	9	Garuvuguntah Khandrika.	17	16	2	8	14	9	0	0	0	0	16
Tadepalligudem.	10	Cherukuganama.	509	116	17	201	99	308	1	1	11	13	90
	11	Veereswarapuram ..	238	50	6	107	44	131	1	1	5	5	38
	12	Gopavaram ..	458	84	25	168	59	200	0	2	12	15	55
	13	Muggulla ..	564	51	8	144	43	420	5	3	3	8	32
Narsapur.	14	Velivela ..	790	90	24	295	66	405	4	10	1	15	60
	15	Machipuripalem.	460	123	10	135	113	325	0	4	8	17	94
	16	Utada ..	117	17	0	0	17	117	0	0	6	3	8
	17	Vaddiparru ..	1,016	470	17	50	453	966	1	1	16	30	422

KAVUTA VENKATABATNAM VISHNUBHOTLA YEGNANARAYANA.

Memorandum by Mr. Kosana Seetharamayya, Mokhasadar of Venkammapalem, Chintalapudi taluk, West Godavari district, dated 30th November 1937.

I. (a) Mokhasadar.

(b) Landlord has the right to the right, and the tenant has the right to cultivation.

II. (a) Fair rent is that which has to be levied on the net income excluding the cultivation expenses.

(b) Nature of the soil of the land.

(c) Not necessary.

(d) Required to be amended whenever necessary.

(e) Provincial Government.

- III. (a) Not necessary.  
 (b) Not necessary.  
 (c) The same measures as in the case of Government villages.
- IV. (a) The mokhasadar has to receive.  
 (b) Yes. They are adequate.
- V. (a) Requires to be surveyed by the Government.  
 (b) Half and half to be shared by the tenant and mokhasadar.
- VI. May be asked according to the necessity.
- VII. (a) No.  
 (b) No.  
 (c) The mokhasadar alone has full rights.
- VIII. (a) Mokhasadar alone has to get them done.  
 (b) Not necessary.  
 (c) Should be exercised whenever the mokhasadar requests.
- IX. Jamabandi to be held with due intimation to the mokhasadar.
- X. The mokhasadar alone should have the right.
- XI. (a) Separate court is necessary.  
 (b) To be tried by special courts only.
- XII. (a) To be ejected according to the Act.  
 (b) Not necessary.

KOSANA SEETHARAMAYYA.

**Memorandum by Kondamuri Venkata Narayana Rao, sole mokhasadar of Cheepurugudem, Tadepalligudem taluk, West Godavari district, dated 30th November 1937.**

I. (a) The grants of inams comprised whole villages or portions of villages. In most of the whole village grants the major portion of the land was waste at the time of grant. All the said lands were reclaimed, cultivated and improved by the inamdars. The answer to this depends on the terms of the grant and the circumstances then prevailing. Each case has to be decided on its merits.

(b) There is no *interest* as such, which can be said to have vested in the tenant in the eye of the law, apart from the terms of the contract of tenancy.

II. (a) A fair and equitable rent is *undoubtedly* the rent that the tenant undertook to pay under the terms of the lease immediately prior to the economic depression.

(b) The prevailing rates of rent in the neighbourhood, the productive resources and other facilities of the land and the actual yield of the crop.

(c) There need be no statutory provision for remission of rent.

(d) It is not advisable to settle the rate or share of rent for a particular area once for all.

(e) It is not desirable that the Provincial Government should have any reserve powers for the purposes mentioned.

III. (a) to (c) The machinery and provisions for collection of rents by landholders may be made less costly and cumbersome. The Deputy Collector is invested with powers of disposing of the cases arising under the Madras Estates Land Act. More often than not, the landholder fails to reach the Deputy Collector even at considerable and prohibitive expense, since the Deputy Collector is a touring officer. In order to make the procedure less costly, the village munsif may be given the powers subject to the final orders of the Deputy Collector.

IV. (a) It is purely a matter of contract.

(b) If the tanks or other reservoirs were got dug or constructed by the inamdar and if the said tanks or reservoirs receive a regular and customary supply of water from the inam lands situated above, the tenants cannot have possibly any right thereto.

V. (a) The survey and record of right is not compulsory.

(b) The question regarding *the proportion of cost to be borne, depends on the fact "at whose instance the survey was made"*. If the survey is required by both the inamdar and tenants, the cost may be borne in equal halves.



VI. The levy of amounts in addition to rent depends on the custom prevailing in each case. It is to be first seen whether such other collections falling under different heads are consolidated with the rent in which case no distinction can be drawn between the two. In other cases the local custom should govern.

VII. The tenants have no rights referred to. If they have been exercising such acts hitherto, it was unauthorized and dishonest.

(c) So also in public paths, communal lands and hill and forest porambokes.

VIII. The answers to the questions (a), (b) and (c), depend on the local conditions and general answers cannot be given.

IX. Annual jamabandi may be introduced.

X. The under-tenants have no legal status. They cannot represent the holding. But the assignees stand on a different footing.

XI. (a) & (b) The appellate and revisional authority of the Board of Revenue may be discontinued. Instead of a special tribunal, the matters may be left to be decided by ordinary civil courts.

XII. The zamindar is entitled to recover possession of the said lands and enjoys the same in accordance with the provisions of Madras Estates Land Act. Be pleased to consider.

K. VENKATA NARAYANA RAO.

**Memorandum by the proprietor of Darsi, Agraharam village, Narasaraopet taluk, Guntur district, dated 27th November 1937.**

1. (a) The zamindar is the full proprietor of the soil in the case of agraharam villages like Darsi. I renew leases every five years and change tenants as I desire.

(b) The tenant is a coolie like a coolie in a rice factory and the proprietor is the owner of the factory.

2. (a) Rent in 1933 on leases entered five years prior is fair.

(b) Nearness to village fertility of the soil, history of the crops grown on the soil, availability of manure and pati earth in the near villages and half the gross produce are generally considered in fixing rent.

(c) There should not be statutory provision for remission of rent as it will land the parties in endless disputes and mutual suspicion. It is the inherent power of a court to reduce rent in famine times.

(d) It is not advisable to meddle with the rate or share of the rent between private parties by this State.

(e) The Provincial Government which is run on party lines in democratic countries should bear this cost. By consent, they can bear half and half.

3. (a) Powers of collection of rent should be continued with landholders.

(b) Nil.

(c) Procedure in civil courts is commendable instead of in revenue course. The tenants will think twice before evading payment of rent as civil court costs deter them from mischievous and dishonest conduct.

4. (a) Nil.

(b) Nil. My village is a dry village.

5. (a) The work of survey may be left to be determined by each proprietor as per his needs. All villages are surveyed under block system.

(b) If a tenant wants survey he should bear the cost. If a proprietor wants he should bear his cost. By consent, they can bear half and half.

6. Besides lease amount, I am not having any customary dues.

7. (a) Village greens and forests are the exclusive property of the proprietor and the tenant pays a nominal tax for being permitted to graze his cattle or carry firewood from the forest. Every tenant will grow 2 or 3 acres pasture land for his cattle throughout the year.

(b) The tenants never had inherent right free of cost.

(c) They are the exclusive property of the single proprietor, if tenants are allowed to make a common use it will land in riots and affrays.

8. (a) Nil.

(b) Nil.

(c) Nil.

9. An yearly jamabandi as in the case of Government villages may produce healthy results in economic life of the proprietor and the villagers if insisted upon.

10. (i) In zamindari areas, the undertenants should not be given any legal status in relation to either the pattadar.

(ii) The zamindar should be permitted to proceed against the crops raised by the sub-tenant while on land or immediately after harvest for a period of fortnight for recovering rent and the sub-tenant shall have no rights for damages against the zamindar.

11. (a) The Board of Revenue should not be continued as the appellate or revisional authority. I am in favour of constituting a special tribunal elected from among the zamindars in case of zamindar villages and proprietors in case of Agraharams, by a system of election to be newly evolved so that the zamindars and proprietors may be allowed to enjoy a share in the governance of their territories which was hitherto been enjoyed by either the Indian Civilian Officers or Englishmen at helm of the Government.

(b) There should be special courts constituted to deal with the questions of zamindari and proprietary villages, territories and the judges should be selected from the zamindars and proprietors and language of the court should be either Telugu or Tamil, etc., according to the language of the area. The country has outgrown the needs of the civil and revenue courts. The zamindars and proprietors should be called upon to administer criminal, police and revenue collection duties of the territory besides military service, which they were rendering in the country and to the public in the centuries prior to the beginning of the 19th century when those powers were withdrawn by force with sinister motives by Lord Clive and his son Lord Clive, Governor of Madras. Please carefully study the following books:— Dutt's Economic History of India, Sir Thomas Munroe, in Rulers of India Series. The rise of the Christian power by Basu, the History of the Zamindars and their wars with the East India Company in the District Gazetteer of Sircars.

12. (a) The zamindar has the power to eject by force unauthorized occupants of waste lands without written agreements.

(b) The law in regard to collection by landholder of jodi from inamdars require no modification as it is opposed to the sacred Hindu Vedic Dharma in relation to gifts to God's and public institutions or vedic Brahmans.

I humbly pray your committee to repeal the Inam's Act and to summon the proprietors of 7,000 inam villages and zamindars to a grand session to agree for common laws and to place their surplus wealth at the disposal of national interest and for starting a bank to relieve the indebted proprietors. The unemployed educated can easily be absorbed into the services of this aristocracy in that session. Pray do not proceed with Moratorium Act before summoning this grand session.

A. T. K. ALAMELUMANGATHAYARAMMA.

**Memorandum by Mr. V. Rama Rao, Secretary, Guntur District Inamdars' Association, dated 27th November 1937.**

We have to premise by stating that our opinion and suggestions are confined to agraharamdars only and not to zamindari tracts. We have to point out that your questionnaire seems to assume that the tenant in a proprietary area has a sort of co-proprietary right with the landlord, the attempt being to ascertain the scope and extent of the right of each.

This association emphatically refutes any justification for such an assumption. In support of our view we may be permitted to point out that the great majority of the grants of agraharams were made by ancient kings who had proprietary rights in the lands and later recognized in regulations, confirmed by the British Government, and accepted by the Privy Council and other tribunals of high authority in the land. Grants by so called zamindars were also made mostly after assertion of independence by them and exercise of sovereign rights over the areas within their control. In cases, where mere revenue or melvaram or shrotriyam alone was granted, the Privy Council have upheld occupancy right in the tenant and confined the right of the landlord to the melvaram as in the case of Arepalli agraharam in this district. Under these circumstances, a sweeping presumption that all grants of whole village inams constitute estates where in the tenants would have permanent occupancy rights is absolutely unwarranted

and is the outcome of a mistaken view that if the present persons styled zamindars have only melvaram rights in their zamindaris, the ancient grants of villages some of which are by the then zamindars should share the same fate. When the injustice and expropriatory character of a legislation based on such unwarranted assumptions in the case of majority of agrapharams was pressed upon the attention of the Viceroy successfully the local legislature met the objection by the provision of a pittance of compensation of one year's rental in cases where the grant is shown to consist of the land, while conceding the utter inadequacy and even injustice of the fixing of the compensation which has no relation to the actual loss suffered by the landlord, the movers and supporters of this form of compensation purported to justify it on the poverty and inability of the tenant to pay the proper compensation simply because the purchaser is too poor to pay. This legislation has upset several transactions and disturbed settled rights and instigated tenants to claim possession of the lands in the possession of the landlord. In some of the agrapharams a combination of the tenants has resulted in exiling the landlord from the village to save his own life and that of his family. The legislation has therefore been one sided and ruinous to a large class of people. It would therefore be necessary to readjust the relationship of the tenant and the landlord in a more equitable manner. We would welcome legislation which would finally put an end to continuous quarrels between the landlord and the tenant and endless litigation in the adjustment of claims and counterclaims and settle the mutual rights between the landlord and tenant once for all without further room for controversy. Even legislation which would convert all lands in inam villages into seri granting pattas to the landlord and the tenants in definite proportions conferring full rights on each in respect thereto or expropriating the land in favour of such tenants as are able and willing to pay adequate compensation therefor to the landlord according to a fixed and fair proportion of the market-value would be welcome. The adoption of this course would also prove to be additional source of income not yet discovered by the Government. With these premises, we proceed to answer the questions with the full confidence that the committee would be able to see eye to eye with us.

I. (a) As indicated above the inamdar is the proprietor of the soil in the majority of agrapharams.

(b) In such cases, the tenants' right could only be governed by terms settled with the landlord.

II. (a) In deciding what is a fair equitable rent zamindaris managed by powerful potentates assisted by a heirarchy of paid servants exercising constant vigilance and rack-renting the tenant with the highest possible rent stand on a different footing from the case of the agrapharamdar usually poor and at the mercy of rich and powerful tenants to whom he is generally indebted and whose position is further weakened by successive partitions and internescine disputes. The slightest enquiry would reveal that the rates of rent prevailing in the agrapharam areas bear a proportion ranging from 1/10 to 1/3 of the corresponding rates in the neighbouring seri villages.

(b) Average yield for 5 or 10 years.

(ii) The prevailing rates in neighbouring seri village for similar lands of the same taram placed under similar conditions as the yield may not afford a satisfactory basis for fixing rents in view of the longstanding insecurity with respect to the ownership of the land.

(iii) The cost of the tenants labour.

(c) No statutory provision for remission should be made unless a corresponding provision for enhancement when there is a bumper crop could be made. While the rates of rent fixed are generally allowed to stand for a period of 20 years without affording any chance to the landlord to raise the same in the interval no provision for remission need be made as the benefit or loss depending on any chance should be mutual. If a provision is, however, deemed necessary it should be on the lines on which Government remit land revenue in which case proportionate remission should be allowed to the landlord also in respect of the taxes payable by him on the land.

(d) It is not advisable to fix the rate or share of rent for a particular area once for all. The question should be left for settlement between the parties or by a tribunal where they cannot agree, principles for determination of the rates being laid down. It is needless to state that in the case of share of rent, the proportion fixed need not be altered.

(e) Interference of Government in any form for revision, alteration or reduction is undesirable. Not only is the power likely to be abused but also would lead to incessant disputes between the landlord and tenant.

III. (a) & (b) *Revision of provisions regarding powers of collection of rent.*—A revenue officer like the Tahsildar within easy reach of the parties should be empowered to exercise the powers of collection.

(c) Keeping rent or any portion thereof in arrears continuously for three years should entail automatic forfeiture of the holdings.

IV. (a) In cases where the irrigation source is private, lands which are recognized as wet ought to have inherent right for supply of water in other cases it should be made to depend upon contract.

(b) Water-sources within the estate conserved by the landlord should be governed by answer to IV (a) in the other cases no restriction need be imposed.

V. It is no doubt desirable that survey and a record of rights should be maintained but in view of the general economic condition of the agrapharams at least half the cost should be borne by Government and the other half should be borne by the landholder in cases where he is the owner of both the warams and in cases where permanent occupancy rights are upheld in the proportion of the share fixed for the determination of rent.

VI. The answers to the succeeding questions may be referred to for the purpose.

VII. (a) & (b) *Grazing of cattle.*—It is desirable that portions of the village should be conserved for grazing purposes and a levy customary or contractual raised by the landlord to allow grazing rights therein while an area may be reserved for general communal purposes without a levy. The landlord will be entitled to levy customary dues in cases where he allows tenants customary rights such as grazing, water-sources, forest facilities, green manure facilities, quarrying stones, etc. Allowing tenants rights free of cost would result in depletion of the resources so as to render them useless to either party. The levy should cover the cost of regulating and maintaining the resources and also cover the loss consequent on their non-conversion into arable land.

(c) *Public paths.*—They must be maintained without encroachment communal lands. They must be fixed in area and location the rest of grazing and forest areas not being subject to general rights.

VIII. Private irrigation sources must be maintained by the landlord where in fixing rent, the supply of water by him has been taken into consideration. The repair of the tanks must be the concern of the landlord whose interests are dependent on the maintenance of the source.

As of old a sum not exceeding one-tenth of the net rent should be earmarked for repairs of the irrigation sources and accounts maintained therefor. The Local Government may reserve power to check the said accounts.

If by vis-major, it becomes necessary at any time to incur expenditure exceeding the one-tenth the tenants also should bear a proportionate part of the repair.

IX. A jamabandi intended to also ascertain the rents and levies collection thereof and arrears due and change of holdings may be made.

X. The undertenant should be legally liable to pay the rent to the landlord and the crops raised by him distrainable for arrears.

With respect to the pattadar payment of rent to the landlord and production of a receipt therefor should operate as a valid discharge to that extent.

XI. The Board of Revenue should not have right, appellate or revisional. Civil courts or civil judges specially empowered should exercise the powers.

XII. (a) The landlord should have the right to eject him. The same tribunals being empowered to give relief. Collection of rent ejection and relief for compelling the issue of a patta or other proceedings between landlord and tenant must be regulated by a separate scale of court-fees.

(b) Does not arise in the case of agrapharam villages and so no opinion is offered thereon.

V. RAMA RAO.

[Same copy received from the Senior Proprietor, Ramachandrapuram Agrapharam, Guntur.]

**Memorandum by P. Subba Rao, Landholder and Honorary Magistrate, Addanki, Ongole taluk, Guntur district, dated 29th November 1937.**

I. (a) The proprietor of the soil is unmistakably the tenant in possession and cultivation from time immemorial.

(b) Excepting the obligation of payment of the stipulated rental or tax under Raja bhagam due to the state through the zamindars set up for facilitating the collection of the same, either by the previous Governments or the East India Company, the tenant has otherwise an absolute ownership of the land possessed and cultivated by him with all possible rights and privileges.

II. (a) A fair and equitable rent as originally intended in one that a tenant could pay without prejudice to his very livelihood from the net profits of his holding, foregoing a reasonable share thereof to the landlord under tax or rental.

(b) A fair and equitable rent according to me is that the zamindar should be entitled to receive from the tenant not less than one-tenth of the net profits out of the holdings in his possession.

(c) Yes. The remissions should be strictly limited to the years of severe famine wherein dry crops are not cultivated at all or completely lost or suffered for want of rains or heavy rains or floods or other causes beyond the control of the tenants. And in the case of lands under irrigation works which could not function due to the negligence of the estates or insufficient supplies of water therein that could not help the harvesting of irrigated crops thereunder remission is absolutely necessary.

(d) I am for the settlement of the rates in an equitable and fair way or sharing of rents once for all for a particular area taking into consideration the various factors namely, the cultivation charges, manures, manual labour, seeds and other incidental costs borne by the tenant in raising the crops, until harvested and above all the yielding capacity of the land, of course subject to the statutory provision of granting remission when called for thereby saving both the estate and the tenants from resorting to law courts which are potential factors for the effective ruination of the tenants more in particular or in the alternative I favour the proposal of charging rents on the basis of annual yields in the individual holdings as being contemplated by the Government for introduction in the ryotwari areas. I am decidedly against the procedure of driving either of the parties to seek a determination on this particular point in question whenever it suits them in that the poor tenant will not be in an equal position to fight these endless legal battles from court to court with his formidable opponent, the zamindar.

(e) Yes. The provision is absolutely necessary.

III. (a) Certainly.

(b) The collection work may be attended to by the village munsifs who are Government servants with the assistance and supervision of the Government officers by appointing any special staff called for at the cost of the estates.

(c) The collection of rents may be spread in four convenient annual instalments commencing from February of every year unlike the most inconvenient system now in vogue in the estates. Inevitably the sale of holdings and other necessary procedure to follow in case of default will be easily undertaken by the special staff to be appointed by the Government with less cost, and less delay and more regularity.

IV. (a) The rights of the tenants to water-supply are naturally inherent in him as being appurtenant to the land but not a matter of contract.

(b) I don't believe he has got any special or superior rights to the water sources in the estates where he has not expended anything for providing water facilities to the tenants but in cases of special facilities like irrigation works provided at some expense he is right in demanding some taxes. But in all other cases where the tenants take any direct supply of water from the rivers, etc., no water-rate could be levied.

V. (a) Yes.

(b) The entire cost of the survey should be met by the estates which were already surveyed privately and enhanced taxes gathered all through but in case of only unsurveyed estates up till now a nominal survey charge of one anna per rupee quota may be collected over the taxes to be paid under resurvey to defray the costs from the tenants and the remaining proportion to be shouldered by the estates for that particular year in question.

VI. No.

III. (a) They are hereditary and inherent in them as a matter of right and inevitable necessity.

(b) Yes.

(c) Public paths, communal lands, hill and forest porambokes have been providing right of public passage, communal usage, agricultural and fuel requirements just for the self-sufficiency and convenience of the tenants and anything and everything over these requirements should go to the landholder as he best thinks fit to dispose of the fuel and produce therein.

VIII. (a) No other framed scheme worth its name in which the tenants and the landholder will have to fight out their demands and denials in a court of law year after year and externally will solve the very urgent and all vital irrigation problems of the estates. The entire chapter on irrigation works in the Madras Estates Land Act of 1908 (amended), should be deleted therefrom, as being a perfectly useless piece of legislation in which the tenants are voiceless, the law helpless and the zamindar all evading. Therefore my scheme for the successful working of the irrigation works without any complaint is that the Government should assume charge of the entire control and supervision over these and set up an Estate Irrigation department administering it through its Public Works Department. The entire supervision and working cost of this department together with the maintenance and the improvement costs of the works in question may be met from the estates funds and for the thorough working of this department with success unirrigation advisory committee may be set up by the Government for every zamindari firka or taluk consisting of five influential and responsible ryots from the area, the Government Deputy Tahsildar or Tahsildar, one representative of the landholder and the Irrigation Officer of the Government in charge of the area for joint consultation and advice which should be finally binding on the Government and carried out in all irrigational problems of the area instead of resorting to any court of law. This decision of the Committee on the spot with all quickness is urgently called for in effecting the repairs and the necessary improvements without any undue delay by joint collaboration. Further an irrigation panchayat may be set up for every village for the local management of the irrigation works where existing on the lines devised by the Government subject to the management of the taluk irrigation committees and the Government.

(b) The Provincial Government should be provided with powers to be applied *suo moto* whenever it thinks necessary.

IX. Quite essential.

X. In the case of some of the tenants who are otherwise absentee landlords and whose lands are let in now for undertenants, the undertenants in question may be provided with long-term registered leases, say not less than 10 years at a time with a reasonable rent fixed and payable to his landlord tenant after paying the rental due thereon to the zamindar. However, until the entire question of absentee landlordism is successfully solved in respect of ryotwari areas and minor inams of various denominations in the Government tracts this question may be differed until the introduction of an uniform policy by the Government both in the zamin and ryotwari areas, regarding nature of the tenancy rights to be conferred and the rates fixed for such in respect of the actual cultivators of the soil in the near future.

XI. (a) The Board of Revenue should be relieved from this side of the responsibility, as it is already saddled with multifarious duties and a special tribunal constituted for this purpose.

(b) Special courts should be constituted for this purpose to the exclusion of the revenue and civil courts for very speedy disposals, if at all these institutions are found necessary.

XII. (a) All provisions of the Madras Land Encroachments Act, may be made applicable in respect of unauthorized occupation of lands.

(b) Not necessary.

#### General.

As it is well recognized that the administration of the estates in matters of revenue collections, maintenance of irrigation works, classification of lands, tarams, survey, etc., are lagging behind very diporably when compared to the tracts in the adjoining British areas, it is highly essential in my opinion that the Government should assume charge of the estates concerned and overhaul the administration on a level with that of British India instead of attempting a piecemeal legislation which, however, depends for its successful working on the bona fides of the individual zamindars. At least the conditions in

most of the estates are clearly one century behind to the administration of the neighbouring British tracts and is entirely lacking in democratic principles and unresponsive to popular feelings in every branch of its administration. The economical condition of the ryots in the zamin tracts is quite miserable in every possible way. Therefore, unless and until the Government steps in for the direct administration of these estates on the level of the British system the condition of the zamin masses will not be improved to any appreciable degree. For instance, there are excellent rivers whose precious waters are let run to waste, instead of being tapped for providing irrigation facilities to the parched up zamin lands. Excepting the too old and miserable irrigation tanks existing only for names' sake within zamin areas which really serve no useful purpose not a single new irrigation project worth its name was ever constructed to the benefit of the ryots notwithstanding so many facilities existing therefor. If the Government assumes charge of these estates and administer them in an all-round manner it is well and good, if not, at least the zamindars may be compelled to build up approved irrigation schemes that may be investigated and listed out on a five-year plan, if necessary on borrowed capital. Any investment on these remunerative schemes is bound to increase the prosperity of the masses in zamin areas, as also the zamin classes concerned. And the zamin ryots, I am sure, will welcome the idea of the newly constructed projects and also will be too glad to shoulder enhanced taxes in this connexion. Therefore, it is highly essential that a provision may be added in the Act, that in case the ryots are willing to pay any reasonable wet rates, consistent with the capital outlay required under any newly drawn up irrigation schemes or if the old tanks themselves are improved which may be of a remunerative character, the zamindar should necessarily carry out the scheme for the benefit of the particular area.

P. SUBBA RAO.

**Memorandum by Mr. Poornananda Sarma, Secretary, The Guntur District Inamdars' Association, Manchalu Agraharam, Chebrolu P.O., Guntur district.**

It is stated in the memorandum that the right of proprietorship vests in the inamdar, that the Estates Land (Amendment) Act has done grave injustice to the inamdar by depriving him of the right of kudivaram, that the nominal compensation fixed in the Act to be paid by the ryot to the inamdar is not advantageous to him, that there has been extreme fragmentation of inams into small holdings less than five acres in extent, that the diminished holdings are not sufficient for the inamdars' livelihood, that the 'insecure condition of affairs' in respect of inams does not enable the inamdar to command credit, that some fractions of inams about two acres apiece are enjoyed by widows who are not able to realize any proceeds from the land, and that transfer of the right of kudivaram to the ryot without the inamdar's consent is in view of these circumstances exproprietary. It is urged in conclusion that the Estates Land (Amendment) Act should be repealed and the rights of the inamdars restored.

- I. (a) The zamindar.
  - (b) The ryot has the right of occupancy.
- II. (a) The rent is not a fair rent.
  - (b) (No answer to the point.) Only reduction of rent is suggested.
  - (c) Yes.
  - (d) Rent may be reduced once for all. Rents should vary according to the conditions of the lands.
  - (e) Yes.
- III. (a) The landlord has no right.
  - (b) Dry rate in accordance with rates charged in the case of adjoining lands.
  - (c) When rent is not paid, the land should be treated as a pledge and the ryot allowed to pay up the amount by instalments or the landlord might realize the amount by selling as much portion of the land as is necessary to fetch the rent amount.
- IV. (a) Inherent. The landlord should make arrangements for the required water-supply.
  - (b) Yes.
- V. (a) Was surveyed. Some rights should be recorded.
  - (b) The landholder should bear all costs.
- VI. No.

- VII. (a) The tenants have no rights.  
 (b) The ryots should have such a right.  
 (c) The ryot has a right to foot-paths only. The zamindar has exclusive right. The ryot should be vested with the right.
- VIII. (a) The Government or the landholder should maintain irrigation works and keep a constant watch over them.  
 (b) Yes.  
 (c) Only on application by parties and after inspection.
- IX. Yes.
- X. The under-tenant should enjoy the land as a right, paying all the taxes he has already been paying.
- XI. (a) A panchayat board should be vested with appellate and revisional authority in order to obviate expenditure for the ryots.  
 (b) Judicial and panchayat courts.
- XII. (a) Rent should be collected as in the case of adjoining lands.  
 (b) Yes.

POORNANANDA SARMA.

**Memorandum by the Ryots of Darsi Agraharam, Narasaraopet taluk, Guntur district.**

- I. (a) The agraharamdar.  
 (b) The ryot has no rights. So he should be given the kudivaram right.
- II. (a) A fair rent means rent as per taram rate.  
 (b) The crops raised should be considered for the purpose of determining a fair rent.  
 (c) Yes.  
 (d) The rent should be fixed once for all.  
 (e) Yes.
- III. (a), (b) & (c) The landlord himself should have the right to collect rent.
- IV. (Not answered.)
- V. (a) All lands should be surveyed.  
 (b) The cost should be borne by the landlord himself.
- VI. No. He should not demand anything in excess of the rent.
- VII. (a) The ryot has no right in this respect at present. He should therefore be granted these rights.  
 (b) No. The rights must be secured for the ryot.  
 (c) The ryot has no right over public paths, communal lands, etc. So they must be given rights over them.
- VIII. (Not answered.)
- IX. Jamabandi not necessary.
- X. (Not answered.)
- XI. (a) The Revenue Board should be the final appellate and revisional authority.  
 (b) Revenue courts.
- XII. (a) The landlord to charge rent as per taram rate in respect of lands under unauthorized occupation.

The signatories say that agraharamdars have effected changes in the lands brought under cultivation by them without their knowledge and have deprived some of all the lands with the result that they are suffering. They pray that the lands may be restored to those in whose possession they remained previously.

**Memorandum by Mr. S. Poornananda Sharma, Secretary, Guntur District Inamdars' Association, Mancherla Agraharam, Chebrole P.O., Guntur district, dated 30th November 1937.**

The inamdars have the right to the land in inam lands.

1. By making the inam lands in which the inamdars have the kudivaram right as estates and by making the inamdars zamindars by the Madras Estates Land Amendment Act, much injustice, loss and damage to the means of living was caused to the inamdars.



From times immemorial, the inamdars have the kudivaram right in the inam lands. The Government itself is acknowledging that there are inams which have the kudivaram right. It is expropriatory to transfer the inamdars' kudivaram right without their consent to the ryots. And expropriation is against the law. When the first the Madras Government enacted it, it was vetoed by the Viceroy as it was expropriatory with the provision of a little compensation, the Bill was passed and is in force. It is fair to abolish the Act, as regards the inam lands with the kudivaram right. The compensation to be paid to the inamdar by the ryot is nominal. Though the inamdar is entitled to an equitable compensation for the loss of his right, he is not getting any compensation due to that enforced in the Act.

2. The inamdars' families growing and being partitioned, each family, on the average, has less than five acres. The inamdar is unable to live with that land. It is unjust to make the inamdars unable to live, as zamindars and to deprive them of their right. It is impossible to borrow on the inam lands. The creditors who previously lent moneys on the mortgages of the inam lands, are undergoing many hardships and losses in realizing them. It is very unfair to take away the inamdars' kudivaram right which is the first essential for his livelihood.

3. There are many widows having one and two acres as maintenance from the inamdars. Occupancy right is applied even to these lands. It is injustice to establish occupancy right on these lands. Leases of those lands, in cash or kind, is at a standstill. The widows have neither money nor power to enforce the leases. They are struggling for existence. The committee should consider these points most carefully and do justice.

4. Now the ruling Government is of the Congress. The Karachi Congress Fundamental Rights Resolution is against the loss and expropriation of the just rights of the individuals on their properties. This Act, as far as it applies to the inamdars, is quite against the Karachi resolution. The Committee should note this.

5. Therefore the Madras Inams Act should be rescinded and the old rights of the inamdars must be protected.

S. POORNANANDA SHARMA,  
Secretary, Guntur District  
Inamdars' Association.

**Memorandum by Mr. J. L. Narayana, inamdar, Karempudipadu Agraharam,  
Guntur taluk, dated Tenali, the 30th November 1937.**

The questions refer only to zamindari tracts, and do not refer to proprietary areas "Inams." I being an inamdar would prefer to present my views about the conditions prevailing in proprietary areas which are also included in the enquiry.

*History of Inams Act, 1936.*—(1) All whole inam villages are not estates under Act of 1908 and it is only after the passing of the Act of 1936 that they all became estates. The history of the Act of 1936 covers a period of three years from 1st November 1933 to 1st November 1936. The Justice Government suddenly sprung an amendment making all whole inams, estates, without any previous enquiry or any appeal or application from either the inamdars or their tenants for any such legislation. As has been aptly put by Mr. T. R. Venkatarama Sastriyar at the Inamdars Conference at Bapatla, the two sections of the Justice party, pro-zamindar against pro-ryot, united and turned their arms against the inamdars. Their political affinity prevailed and their savage fighting instinct was amply satisfied by turning their combined arms against the inamdars. The zamindar politician appreciated the addition to the ranks of rent collectors as a bulwark against the oncoming agitation for reduction of rents. The pro-ryot politician appreciated the influx into his ranks of the new ryots that would be created by converting inamdar into a mere melvaramdar. It was twice refused assent by the Governor of Madras and once by the Governor-General. The press both Indian and English protested against this expropriatory measure in the strongest terms. Yet, it was given assent to by the new and present Governor-General for political reasons probably.

(2) The inamdars were treated on a different footing from the zamindars under the Act of 1908. Even the melvaramdar under proviso to section 8 of the Act of 1908, becomes the absolute owner of his land if once he gets hold of it. Thus most melvaramdars acquired the kudivaram right also during the last 27 years and people, trusting the Act of 1908 sold and purchased inam lands as their absolute property.

The Act of 1936 has swept away all these contracts and conferred new rights upon a casual tenant or even a trespasser who fortunately happened to be on the land on 1st November 1933.

The Act of 1936 rightly excludes the minor inams in ryotwari villages because they all are small in extent and the same argument holds good in the case of whole inam villages which are partitioned. The whole inam villages are only a bundle of very small landholders and ought in justice to them to be excluded from the operation of the Act of 1936.

*Economic aspect.*—To take one instance I am an inamdar of 35 acres divided into 17 small holdings with rents ranging from Rs. 2 to Rs. 26 and the area of my holdings ranging from 8 cents to 4 acres. I am supposed to be a big landholder and yet get an annual income of Rs. 300 or even less to be collected from about 10 tenants. My village of about 1,100 acres is distributed among about 150 inamdars and 80 per cent hold less than 10 acres distributed over about seven holdings with a total income of about Rs. 60 per year acres each getting an income of about Rs. 60 to Rs. 100.

I have five sons and when they divide my land among themselves each would get 7 each.

It is this kind of very small landholders that have been brought under the elaborate and costly procedure of the Madras Estates Land Act. It is neither economical nor just to make these small holdings subject to two warring interests—kudivaram and melvaram interests.

*Litigation.*—As a result of Act of 1936 unprecedented civil and criminal litigation has been fomented, which is ruinous both to the inamdar and his tenant. Till the passing of Act of 1936 inamdars and their tenants are living in great harmony, to-day each is trying to cut the throat of the other.

*Political aspect.*—Most inamdars belong to the educated middle class and under the stress of circumstances are forced to go back to the villages to cultivate their lands but the law prohibits them from taking possession of their land and being unemployed and discontented have to turn to political agitation against the Government which has deprived him of his little all.

*What the Congress Government can do.*—(1) The least that they can do is to suspend the Act of November 1936 and to order stay of all proceedings taken by the inamdars and their tenants under the Act of 1936.

(2) Whole inam villages which are partitioned should be excluded from the operation of the Act.

(3) A minimum of land for each family should be allowed to be cultivated as private land by the landholders.

(4) The present cumbersome Estates Act should be replaced by a simple Tenancy Act for all kinds of lands, zamindari, inam and ryotwari with provision for owning as private land, sufficient for their family.

(5) As for forests and banjar lands in zamindari tracts they should be taken over by the Government.

(6) Half the net produce after deducting land revenue and cesses and all agricultural expenses may be considered as equitable rent.

The idea behind my suggestions is no single individual, be he ryotwari landholder or inamdar or zamindar, should be allowed to own extensive areas of land, to the detriment of his landless poor neighbours.

Cultivation by individuals of large areas is not economical and should be put a stop to by proper distribution of land among all classes.

J. L. NARAYANA.

**Memorandum by Mr. M. V. Narasimhacharlu, senior joint proprietor, Tripurapuram Agraharam, Sattenapalle taluk, Guntur district, dated Guntur, the 30th November 1937.**

I. (a) Zamindar.

(b) The tenant can occupy and cultivate the land during the period of the tenancy as long as he pays the stipulated rent to the landlord.

II. (a) Half the value of the produce on the land after deducting the cost of cultivation and taxes payable to Government.

(b) Bad seasons, and fluctuations in the value of the produce on the land.

(c) Yes; on the principles stated in II (b).

(d) It is advisable to enunciate the principles and leave it to the court or officers when a question arises.

(e) Yes.

III. (a) Yes.

(b) The jurisdiction of the revenue courts must be removed and ordinary civil courts must be empowered to decide the cases.

(c) No court-fee should be charged except a uniform rate as on ordinary petitions and every case must ordinarily be disposed of within a period not exceeding four months.

IV. (a) Except in cases where there is a fairly inexhaustible source of natural water-supply, it may be a matter of contract between the tenant and the landholder.

(b) Yes. In so far as it is necessary for him to see there is equitable distribution to all the lands in the estate.

V. (a) Yes.

(b) Equally.

VI. Yes. Only ordinary amenities to vegetables and fodder for his milch cattle, but not to such levies as would entitle great expense.

VII. (a) It depends upon contract or on the custom of the particular place.

(b) Yes.

(c) Same as VII (a).

VIII. (a) Landholder to maintain the main sources and works. Minor works and repairs must be undertaken by the tenant.

(b) Yes.

(c) On application by parties.

IX. It is desirable.

X. (1) Same status of a tenant to zamindar.

(2) Collateral security.

XI. (a) Neither.

(b) Ordinary civil courts.

XII. (a) Immediate eviction and exemplary damages.

(b) Yes.

I am also of opinion that proprietary areas known as agharams and inams must be taken out of the scope of the Estates Land Act. They ought not to be classed on the same footing as zamindaris.

M. V. NARASIMHACHARLU.

**Memorandum by Mr. Vuddi Kottayya, proprietor of Darsi Timmakpalle estate, Kanigiri taluk, Nellore district, dated 2nd December 1937.**

I. (a) Tenant is the proprietor of this estate.

(b) This is an agharam received from the Raja of Kalahasti.

II. (a) About 70 years back an amount of Rs. 6 only was paid as rent. Afterwards, it was increased to Rs. 14 including road-cess fund, etc. Now, since 15 years an amount of Rs. 35 is collected for the whole estate which is too much. An amount of Rs. 10 is the fair and equitable rent for the whole estate.

(b) Water-supply and the condition of the soil shall have to be taken for consideration in fixing the rent.

(c) There should be a statutory provision for remission of rent as the circumstances necessitate.

(d) It is advisable to enunciate principles to determine what is a fair and equitable rent leaving it to the officer or court concerned to arrive at the figure as and when a question arises.

(e) It is desirable that the provincial government should have reserve powers to revise, alter or reduce the rents wherever they are inequitable by executive action through their Revenue Settlement Officers.

III. (a) The powers of the collection of rent now given to landholders under the Madras Estates Land Act require revision.

(b) The landholder should not have powers to get decree warrants over immovable properties of the ryots for unpaid rents. In such cases the (court) expenses should be borne by the landholder only.

(c) The procedure adopted in the Government area should be followed here also.

IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to the land.

(b) The landholder has no right in the water sources in this estate.

V. It is not necessary that the estate should be compulsorily surveyed and record of rights maintained.

VI. The landholder should not demand any levies customary or otherwise from ryots in addition to rent.

VII. (a) & (b) The ryots have got inherent right to use the natural facilities such as grazing of cattle, collection of green manure or wood for their domestic or agricultural purposes free of cost.

(c) The ryot has right over public paths, communal lands and hill and forest porambokes.

VIII. (a) Government procedure require to be adopted to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works.

(b) The provincial government should be vested with powers to undertake the repair or maintenance of irrigation works where the landholders fail to take necessary and proper steps.

(c) It is advisable that such powers should be applied by the Government on application by parties.

IX. Yearly jamabandi as in the case of ryotwari villages is quite necessary.

X. The zamindar should not have powers to increase the rent whenever he likes.

XI. (a) A special tribunal should be constituted for the purpose of being the final appellate and revisional authority in proceeding between landholders and tenants or ryots.

(b) Actions and proceedings between landholders and tenants should be tried in special courts.

XII. The law in regard to collection by landholder of jodi, poruppu, kattubadi from inamdars require revision.

V. KOTTAYYA.

**Memorandum by Mr. Ravi Tirupati Nayudu, proprietor of Veeraraghavanikota and Palinenicheruvu villages, Kandakur taluk, Nellore district, dated 29th November 1937.**

I. (a) I think and also believe the same to be true that the zamindar or the landholder is the sole proprietor of the soil. Originally all lands belong to the zamindar, but in course of time, some lands such as cultivable were assigned to the ryots on payment of certain money or in kind for their cultivation. At that remote period, the surface rights were given to the ryots and all underground rights were reserved to the landholder. This practice is still going on having recognized the superior rights of the landholder by some provisions of the Estates Land Act and some other Acts also.

(b) The proprietor has got the full and absolute ownership in the land such as the surface and also underground rights including minerals, etc. Whereas the ryot has got only the surface rights such as trees, crops, etc., which he himself sowed or planted. This arrangement has been working quite satisfactorily but has not worked any hardship as borne out by the fact that emigration from zamindary villages is not widely resorted to. The zamindar guarantees the surface rights which is to the advantage of both the zamindar and the ryot and under normal conditions, their interests have not clashed.

II. (a) A fair and equitable rent is the rent fixed to the adjoining lands from time immemorial or from a period of 30 years to the present period.

(b) In fixing a fair equitable rent for the old waste, I think, it would be advisable to take into account (1) the rate of the lands adjoining the field, (2) the prevailing staple food prices, (3) the market value of the land, (4) the competition among the ryots and (5) the availability of the waste lands in the village, (6) the annual yield of the land, and (7) irrigation facilities.

(c) It is true that the existing law does not provide for statutory remission of rent under specific conditions. But the zamindars and proprietors can be hardly expected to be insensible to hard cases whenever they occur. As a rule remissions are granted in

all cases of failure of crops in wet lands, exception being made in the case of such lands only where the taram has been fixed for double crops. As in Government villages there is no provision for remission of rent on dry lands. I am of opinion that a statutory provision for regulating the remissions on wet lands are called for.

(d) I think it should be settled once for all so that there may not be any grumbling about the same hereafter.

(e) In view of the suggestion noted in II (d) above, no need for the reservation by the Government.

III. (a) Yes.

(b) & (c) All the measures adopted by Government in collection work in the ryotwari areas should be applied to the proprietary areas also. Then there will be no difficulty or loss incurred either by the ryot or by the landholder.

IV. (a) The landholder has got every right to regulate the supply of water as he is sole deviser of the plan. Hence the ryot has not the inherent right to take water from the tanks only on account of the land being appurtenant thereto. The ryots have got only a right to take water and that right only based upon a contract express or implied by the long usage, etc.

(b) The landholder has a superior right to every kind of water-sources as he is the owner of the soil and the sub-soil as stated in I (a) above. Therefore, he can exercise all his powers over water-courses.

V. (a) Yes.

(b) The costs of survey, I think, shall be borne by the landholder and ryots equally as it is to their mutual advantage and well-being.

VI. The landholder can demand only such dues as are being collected from time immemorial. No fresh levies will be permissible on any account.

VII. (a) As the owner of the soil and sub-soil, the zamindar has got every right over hills, forests, grazing fields and all unoccupied lands. Therefore, the ryots have no inherent right to use them but they can acquire the same by paying something to the landholder or by his consent.

(b) No. The ryots have no right to use them free of cost.

(c) These porambokes are of two kinds (1) public paths, and communal lands such as tank-beds, threshing-floors, cattle stands, etc., and (2) forests, hills, old waste lands, and unoccupied lands. The first kind of porambokes can be used by all the ryots and others freely and the second kind could not be utilized without paying to the zamindar. The zamindar has got the absolute power over hills, forests and old waste whereas the ryots and others including the zamindar has got the right to use the first kind of communal lands free of cost.

VIII. (a), (b) & (c) The principles laid down in the present Estates Land Act as amended in 1934, are quite satisfactory in the matter of repair, maintenance, etc., of irrigation sources. No fresh amendment is necessary.

IX. It is quite necessary that jamabandi should be conducted every year. The delay must be penalized; otherwise, there will be many difficulties either to the ryots or to the landholder.

X. An under-tenant is answerable to the pattadar for his tenure and also to the landholder for the original rent as he is in possession of the land and produce. The zamindar should have the first charge on the produce as well as land.

XI. (a) No other tribunal is needed. The existing system is the best one.

(b) The Revenue courts are enough to try every kind of suits as between ryots and landholders. Some suits are even now to be instituted in civil courts, but it is quite necessary to shift such jurisdiction also to Revenue courts.

XII. (a) The present Estates Land Act provides certain rules for eviction of unauthorized cultivators. The same sections are enough for the same. No further rules are needed in this connexion.

(b) Now the law provides a remedy through the civil courts only for jodi, poruppu and kattubadi, etc., on inams. I think it is advisable to amend the same. It is better to shift the jurisdiction from civil courts and confer the same on the Revenue courts as all the other rent suits are being tried by the Revenue courts. The jodi, etc., are in the nature of rent "a favourable rent" and therefore, comes under the same category of rent. There need be no exception in these cases.

RAVI TIRUPATHI NAYUDU.

[Same reply has been received from the proprietor of Visvanathapuram, etc., estates, Nellore district.]

### Memorandum by the Raja of Venkatagiri.

The zamindar is the proprietor of the soil. The basis of the Permanent Settlement was on that footing. Recent decision of the Privy Council have recognized this fact. In the course of one of the decisions of the Privy Council (41 Madras, 1012); they have also discussed at length about the contention, that in the times of the Hindu kings the proprietorship of the soil did not vest with the Sovereign. In regard to this contention they said "that is an assumption, which no court is entitled to make and in support of which there is, so far as their Lordships are aware, no reliable evidence. It was, however, on this assumption that some early decisions of the Madras High Court (16 Madras, 271; 20 Madras, 299; 23 Madras, 318) held that under the common law of India, the state was not regarded as the proprietor of the soil. These decisions were relied upon by Mr. Forbes, the Revenue Member who introduced the Estates Land Act in 1908 for conferring occupancy rights in the ryots. The authority of the decisions relied upon by Mr. Forbes has been shaken by the later pronouncements of the Privy Council. In 44 Madras, 588, Justice Ramesam said "My opinion is, if the Madras Estates Land Act is not passed, the decisions in Venkatanarasimha v. Dandamudi Kotaiiah (20 Madras, 299) and Cheekati Zamindar v. Ramasooru Dora (23 Madras, 318) would have been shaken by the recent Privy Council decisions."

The relevant passages from the Permanent Settlement Regulations and the decisions of the Privy Council are extracted below.

Even under the Estates Land Act, the proprietorship of the soil in the landholder has been recognized.

The zamindar is the owner of all forests and waste lands. He has got the right to collect premia from the ryots at the time of assigning the lands. Wherever ryots relinquished the lands, such lands go to the zamindar. The zamindar has a first charge over the land and the crop of the ryot (section 5). The zamindar is the owner of the mining and other sub-soil rights (section 7). He has got the right to eject the ryot if he should use the land for a purpose which would render the land unfit for agriculture (section 151). He has got the right to acquire the holding of a ryot for a reasonable purpose (section 186). He is the owner of the bed, bunds, etc., of all tanks, channels, and other water-sources. He has the reversionary interest in all the communal lands.

#### Regulations of 1802.

1. *Instructions to Collectors—15th October 1799—Paragraph 5.*—"It has been resolved to adopt the reform introduced some years since into the Bengal Provinces, by constituting the several zamindars and other landholders having individual claims to such distinction, actual proprietors of the soil or lands composing their estates.

2. *Regulation XXV of 1802—Preamble.*—"Wherefore the British Government, impressed with a deep sense of the injuries arising to the state and its subjects from the operation of such principles, has resolved to remove from its administration so fruitful a source of uncertainty and disquietude, to grant to zamindars and other landholders, their heirs, and successors, a permanent property in their land in all time to come, and to fix for ever a moderate assessment of public revenue on such lands, the amount of which shall never be liable to be increased under any circumstances."

*Paragraph 2.*—"In conformity to the principles, an assessment shall be fixed on all lands liable to pay revenue to the Government; and in consequence of such assessment, the proprietary rights of the soil shall become vested in the zamindars or other proprietors of the land and in their heirs and lawful successors for ever."

3. *Regulation XXXI of 1802.*—"Whereas the ruling power of the Provinces now subject to the Government of Fort St. George has in conformity to the ancient usages of the country, reserved to itself and has exercised the actual proprietary right of lands of every description."

#### Decisions of Court.

41 Madras, 1012; 1918 Privy Council, 171.—"It has been contended on behalf of the respondents that in the times when the Reddy Kings ruled in this district, the ownership of the soil of this land in India was not in the sovereign or ruler and the right of the ruler was confined to the right to receive as revenue a share in the produce of the soil from the cultivator. Upon that assumption it was contended that the inam grant of 1373 could have been only a grant of kings' share in the produce of the soil, i.e., that the grant was a grant of land revenue alone and did not include the kudivaram. That is an assumption which no court is entitled to make and in support of which

there is, so far as their Lordships are aware, no reliable evidence. The fact that rulers in India generally collected their land revenues by taking a share of the produce of the land, is not by itself evidence that the soil of lands in India was not owned by them and could not be granted by them; indeed, that fact would support the contrary assumption, that the soil was vested in the rulers who drew their land revenue from the soil, generally in the shape of a share in the produce of the soil which was not a fixed and invariable share, but depended on the will of the rulers. The assumption contended for on behalf of the respondents was not recognized in Regulation XXXI of 1802.

44 *Madras*, 588.—Justice Wallace refers to the above Privy Council decision as follows:—

“ Was it a grant of the revenue only of the villages, or, was it a grant of proprietary right in the village, that is the soil of the vilage? ”—which appears to suggest that it was one or the other. They proceeded to reject the historical theory that in ancient times the ownership of the soil of land in India was not in the sovereign or ruler, and that the right of the ruler was confined to a right to receive as revenue a share in the produce of the soil from the cultivator; and they went on to reject the presumption founded on that theory, that in the case of an inamdar it should be presumed, in the absence of the inam grant under which the inam was held, that the grant was of the royal share of the revenue only.

Again, the following passage from the judgment of Justice Ramesam in the same case is significant. 1921 *Madras*, 151: “ When we consider the history of the case-law leading to the legislation (*Madras Estates Land Act*) the same conclusion follows:—From the time of Chokkalinga Pillai’s case (7) onwards the general impression was neither in zamindaries nor in inams the tenants had any occupation right. The contrary view began to gain ground (so far as zamindars are concerned), in *Appa Rao v. Subbanna*, (13) and *Venkata-mahalakshamma v. Ramajogi*, (19) which, however, laid down no principle. A presumption in the nature of a rule of law was first laid down in *Venkatanarasimha Nayudu v. Dandamoodi Kotayya*, (14) and was extended in *Cheekati Zamindar v. Ramasuru Dhora*, (15). It is unnecessary now to consider how far this rule was right. The rule served its purpose from *Venkatanarasimha Nayudu v. Dandamoodi Kotayya*, (14) up to the legislation in the *Madras Estates Land Act* and was given by the rule of law is now given by legislation to tenants in estates. My opinion is if the *Madras Estates Land Act* is not passed, those decisions in *Venkatanarasimha Nayudu v. Dandamoodi Kotayya*, (14) and *Cheekati Zamindar v. Ramasooru Dora*, (15) would have been shaken by the recent Privy Council decisions.”

1934 *Privy Council*, 84 (1934 *Madras*, at page 86).—But the appellants contended that the fact of their having been cultivating tenants in the village prior to the grant of 1810 raised a presumption of fact that the zamindar had not the kudivaram right and that accordingly the grant did not include that right. But in their Lordships’ opinion the existence of such a presumption was expressly negatived and certain decisions of the High Court at Madras and the High Court at Bombay, which had given effect to such a presumption, were overruled by the decision of this Board in *Suryanarayana v. Pattamma* (1).

1917 *Privy Council*, 8 (44 *Calcutta*, 841).—This is a case relating to one arising under the Bengal Settlement. Their Lordships state as follows:—

“ Passing to the Settlement of 1793, it appears to their Lordships to be beyond controversy that whatever doubts be entertained as to whether before the English occupation the zamindars had any proprietary interest in the lands comprised within the respective districts the Settlement itself recognizes and proceeds on the footing that they are the actual proprietors of the land for which they undertake to pay the Government revenue. The settlement is expressly made with the ‘ zamindars, independent talukdars, and other actual proprietors of the soil.’ (See Regulation I, section 3 and Regulation VIII, section 4.)

1931 *Privy Council* 89.—Their Lordships refer to the previous case and the following passage is relevant.

Under these circumstances, Their Lordships have no doubt that the burden of proving their title lies upon the respondents. The presumption arising from the permanent settlement has been considered by the Board in several cases, but it is sufficient to cite a well-known passage from the judgment of Lord Parker in *Ranjit Singh v. Kalidasi Debi*, (1) page 122 of 44, *Indian Cases*: “ Passing to the settlement of 1793, it appears to

Their Lordships are beyond controversy that whatever doubts be entertained as to whether before the British occupation the zamindars had any proprietary interest in the lands comprised within their respective districts, the settlement itself recognizes and proceeds on the footing that they are the actual proprietors of the land for which they undertake to pay the Government revenue. The settlement is expressly made with the zamindars, independent talukdars, and other actual proprietors of the soil. (See Regulation I, section 3 and Regulation VIII, section 4.) It is clear that since the settlement the zamindars have at least a *prima facie* title to all lands to which they pay revenue, such lands being commonly referred to as "Malguzari lands." It follows from this pronouncement that in the case of any claim against the zamindar to the lands which were included in his zamindari at the permanent settlement, the burden of proof is upon the respondent."

(b) The nature of the interest possessed by the tenant may be compared to that of the permanent lessee. Like a permanent lessee the tenant can use the tenancy only for the specified purpose, viz., agriculture. Like a permanent lessee, the rights of a tenant are heritable and transferable. Similarly, with the consent of the lessor the tenant can relinquish his interest in the land. So long as the tenant pays the rent and uses the land for the purpose for which it was let, his possession cannot be disturbed. The tenant can in no sense be an owner. The very idea of his being a tenant is opposed to his being the owner. Even if he should get more out of the land than the zamindar, that will not make the zamindar any the less the owner. (See 37, Calcutta, and 38, Madras.)

II. (a) The very nature of the expression *fair and equitable* rent shows that it is not possible to define the expression. It is often a question of fact in each case.

The rates of rent vary from place to place. There are different tenures with different basis for fixing the rent. The normal tenure is a cash rent at so much per acre. There are in some cases assessments fixed in grain at so much per acre. There is then the waram tenure where the basis of tenure consists in the division of the produce on the land. In some cases, the basis of the tenure is dependent on the value of the crop. It is, therefore, difficult to lay a hard and fast rule for the determination of a fair and equitable rent. Viewed from the standpoint of a fixed cash assessment at so much per acre, the rent of a particular holding may be very high. But applying the test of the value of crop and the balance left to the ryot after payment of the landholder's rent, the rent may be said to be very fair and equitable. In years when the value of grain is very high, the waram or the fixed grain rents payable to the landholder may be comparatively favourable considering from the standpoint of a fixed assessment at so much per acre. However, in years where prices are very low, the very same fixed grain rent or waram payable to the landholder may be considered to be very fair and equitable compared to the fixed cash rents obtaining in the neighbourhood.

It may, however, be stated that such rate is fair and equitable as would not exceed half the gross produce on the land. In the past, the tenure generally in vogue was the waram or the sharing system and the usual share of the landholder was half the gross produce. Cash rents came to be subsequently fixed by commutation, and cash rents fixed, generally represented the value of less than half the gross produce and in most cases, it represented the value of one-third of the gross produce.

(b) The following considerations may be taken into account in considering whether the rent in any particular estate is fair and equitable :—

- (a) The period during which the rent has been paid. If it has been paid for a long period it raised a presumption that the ryot is able to pay it.
- (b) If the rates were offered by the ryots themselves, at the time they applied for darkhast it raises a presumption that the rents are fair and equitable.
- (c) If the ryots are able to sub-lease the lands to under-tenants at rates not less than the rates payable by the ryot to the landholder, the conclusion is irresistible that a fair margin is available to the ryot.
- (d) If the rates of rents fixed in commutation proceedings after elaborate judicial enquiry in the neighbourhood are not less than the prevailing rates, such rates cannot be treated as unfair and inequitable.
- (e) If the ryots are not the actual cultivators but are purchasers for low consideration and the net income to the ryot after paying the rent to the landholder, yields to the ryot not less than the prevailing rate of interest on Government securities, the rate of rent must be deemed to be fair and equitable. According to Shirras, this method is fairer, more elastic, and more suited to modern practice (Shirras on Science of Public Finance, page 390).
- (f) The fact that the rates of quit-rent which are in the nature of favourable rent imposed by the Government in enfranchising service and other inams in an estate are not very much lower than the prevailing rates of assessment payable by the ryots to the landholder shows that the assessment is reasonable.



Though the Estates Land Act does not define what a fair and equitable rent is, it, however, states some principles on which it can be determined and gives wide discretion to the officer who is called upon to determine a fair and equitable rent.

- (a) Under section 25 of the Act when a ryot is admitted to possession, the rate to be fixed is such rate as does not exceed the rate prevailing for similar lands with similar advantages in the neighbourhood.
- (b) Under section 28 of the Act there is presumption that the rent or rate of rent for the time being lawfully payable by a ryot is fair and equitable until the contrary is proved.
- (c) Under section 168 of the Act, in effecting a settlement
  - (i) the Collector shall presume the existing rate of rent to be fair and equitable;
  - (ii) he shall have regard to the provisions of the Act; and
  - (iii) the Collector shall have regard to the rates agreed to by the parties.

At the same time a very wide discretion has been given to the Collector and he can propose to the parties what he considers a fair and equitable rent.

- (d) Where enhancement is made such rates alone will be fair and equitable—
  - (i) as would not give the landholder more than one-half of the value of the net increase in the produce of the lands; and
  - (ii) as would not raise the rent beyond the value of the established waram of the village commuted according to section 40.
- (e) The principles on which commutation is effected will also furnish a test as to what is a fair and equitable rent. The considerations in effecting commutation are the following :—
  - (i) The average value of rent actually accrued due to the landholder during the preceding ten years other than famine years;
  - (ii) prevailing money rents for similar lands in the neighbourhood and where there are none such, in the villages of a neighbouring taluk; and
  - (iii) improvements effected either by a landholder or a ryot.

The Estates Land Act has not merely indicated the considerations to be taken in fixing a fair and equitable rent, but it has provided for strict safeguards against any arbitrary or undue enhancement of the rent. Such safeguards are the following :—

- (i) No rent shall be enhanced except under the provisions of the Act (See section 24).
- (ii) Waram rates are not liable to enhancement (see section 29).
- (iii) The enhancement, if any, made shall be subject to the restrictions imposed between sections 31 to 35 and shall not in any case exceed the value of the established waram of the village commuted according to section 40.
- (iv) Where the parties agree about the rates among themselves by compromise or otherwise, the Collector shall satisfy himself that it is fair and equitable before giving effect to the same in the course of settlement proceedings (section 168).
- (v) Where a suit or application between the landholder and the ryot as such, is compromised, the court may refuse to pass a decree in terms of the compromise, if it considers such compromise unfair and inequitable.
- (vi) Notwithstanding any contract to the contrary the ryot shall not by reason of his making an improvement at his expense become liable to pay a higher rate of rent on account of increase of production or of any change in the nature of the crop raised as a consequence of such improvement [see section 13 (3).]
- (vii) No alteration of rent as a result of alteration of area of holding shall be allowed except under the order of the Collector (section 42).
- (viii) Even in the case of a trespasser, if rent is not already fixed on the land, the Collector has to fix the rent in separate proceedings before the landholder can sue for it.

The above provisions clearly show that at least after the passing of the Estates Land Act the scope for enhancement of the rent was very little and even where enhancements were made, that could be done only through judicial proceedings and under just circumstances.

*Ryotwari standard not the correct standard to be taken into account in fixing a fair and equitable rent.*

An agitation has been started for some time that the neighbouring rates of assessment in the ryotwari areas should be the standard on which the rates in the zamindari villages should be fixed. But both on legal and equitable considerations this cannot be a correct data.

The legal distinction between the position of a zamindari ryot and the ryotwari tenant arises this way.

The settlement of the Government was with the zamindars, ryotwari ryots, etc., and other landholders according to the preamble to the Permanent Settlement Regulations. The status of the ryotwari ryot was similar to that of a zamindar and he cannot certainly be compared with the zamindari ryot. With reference to the actual cultivation the zamindar and the ryotwari ryot are middlemen. If at all it is the tenant under a ryotwari ryot that has to be compared with a zamindari ryot.

What the Government collects from the ryotwari ryot is 'land revenue' rather than rent. Revenue is fixed according to the needs of the State rather than according to contract. The proportion payable to the State cannot be necessarily a standard for fixing a fair and equitable rent between the landholder and a ryot. It is open to the Government to entirely dispense with land revenue and take recourse to some other method of taxing the ryotwari ryot. The very language of the enactments relating to the recovery of revenue by the Government and the recovery of rent brings out this distinction. It was under the Revenue Recovery Act that the land revenue from the ryotwari ryot was collected. It was the *Rent Recovery Act* that provided for the collection of rents by landholders. (See Shirras on the Science of Public Finance, page 407).

Even on equitable considerations the ryotwari rates are not the true standard.

The ryotwari rates themselves are not uniform in all places. For the same kind of lands in different areas different rates obtain. The ryotwari rates in different places were settled at different periods when prices of grain varied. The caprices of individual settlement officers had a good deal to do with the rates fixed in different places. The rates fixed at one period was considerably varied on different occasions.

The principles on which the revenue settlement was effected were these. The rates were calculated at half the net profits of the land after deducting expenses of cultivation and the fees payable to the village officers. The yield of the various descriptions of the soil was ascertained by a large number of actual experiments by measurements. The commutation prices generally adopted in the Nellore district were on the average prices of the twenty years from 1845 to 1864. The general procedure adopted in regard to the settlement of rates are set out in detail in paragraphs 105 to 112 in the Madras Manual of Administration, Volume I.

On the whole, the settlements were made at a time when the prices of grain were very low. The fact that there were various resettlements in subsequent years all over the Presidency and the rents were from time to time enhanced go to show that the Government themselves felt that the rates at the time of the original settlement were low.

It may also be stated in this connexion that the principle on which the Government share was determined in calculating rents at the time of the permanent settlement may be more relevant, because in computing the assets of a zamindari and fixing a peshkash on the basis of the income of the zamindari calculated on that basis, the income would have been calculated on what at that date was considered the Government share of the produce.

The above will show that the existing ryotwari rates in the neighbourhood can never afford the true test in fixing a fair and equitable rent.

In the above circumstances, the principles indicated in the Estates Land Act for fixing a fair and equitable rent are sound and elastic and leave a wide discretion to courts and officers. Any revision of those principles is not called for.

II. (c) Except that it will lead to frivolous defences and consequential litigation, it is neither just nor necessary to introduce a statutory provision of the kind.

It is not just for the following reasons :—

(a) The rents when commuted into cash took into account good and bad seasons. The rents having been fixed on that basis, to again provide for remission will mean that the ryot gets the benefit twice.

(b) There is no corresponding provision in respect of peshkash. Suppose in a year of famine by virtue of a statutory provision, the zamindar is obliged to remit his entire cist, wherefrom has the zamindar to pay the peshkash and maintain himself?

The grant of remission by the Government will afford no comparison. The Government can completely remit the land rent, but it can recoup it by recourse to some other method of taxation and make good the loss to the State.

(c) The zamindar has not been given the benefit of the improvements made by the ryot. Nor does the zamindar who has fixed cash rents get the benefit of a rise in prices or of a bumper-crop. While he has not been given the benefit to share in them, it is inequitable that when for reasons beyond his control there is failure of crops, the zamindar should bear the loss.

- (d) In hard cases the zamindar has been usually granting remissions. Statistics have been given regarding the actual remissions granted by zamindars.
- (e) Even in the Government, remission is not a matter of right but a matter of grace. There is no reason why a zamindar should be treated differently.
- (f) Such a provision will lead to disharmony between the landlords and tenants rather than promote harmony. Every recalcitrant ryot will come forward with frivolous defences, and where the interests of all ryots are identical as against the zamindar it will be impossible for him to get any evidence in regard to the actual condition of affairs. Revenue experience will have shown that ryots never admit that their crops yielded well.
- (g) In an adverse season, the State must protect both the landholder and the ryot. To shift the burden of the ryot to the shoulders of the ryot would mean that the State instead of protecting the rights of both helps one against the other.

If, however, any suspension of rent or remission is considered necessary provision should be made for the landholder being in any event entitled to collect.

- (a) the proportion payable in respect of the liability of the zamindar to pay pesh-kash;
- (b) the proportion payable in respect of the establishment charges of the zamindar; and
- (c) the proportion required for the maintenance of the zamindar's family.

Regard also should be had to the other financial obligations of the zamindar.

II. (d) The Estates Land Act contains provisions by which wherever rents have been already fixed, parties cannot deviate from such rates and wherever rents have not been fixed, the considerations on which the rents should be fixed by courts. There does not therefore appear to be any necessity to amend the present provisions. (See sections 23, 24, 27, 28, 42, 163 and 168 of the Estates Land Act.)

The grounds on which and the limits to which rents can be enhanced are clearly stated in sections 30 to 35 of the Act. In section 35 it is laid down that in no case can the Collector enhance rents so as to raise it beyond the value of the established waram of the village in which the holding is situated, commuted in accordance with section 40.

Where there is an agreement to enhance rent in return for the improvement of an irrigation work, the Collector's sanction has to be obtained.

While definite principles for fixing, enhancing, reducing, commuting or settling rates of rent have been laid down, courts and officers have been given powers to use their discretion where the question may arise whether any particular rate is fair or equivalent. [See sections 25, 137, 141, 163, 168 and 192 (6).]

- (a) *Section 25.*—Where a neighbouring rate cannot be ascertained then a Collector considers a fair and equitable rate can be fixed.
- (b) *Section 163.*—Where rent has to be collected from a trespasser and the rate for the land has not been fixed, the Collector can fix what he considers fair and equitable.
- (c) *Section 168.*—In effecting a settlement of the rent, if the Collector is not satisfied that a rent agreed to by the ryot is not fair and equitable he can himself fix what he considers fair and equitable.
- (d) Even if there is a compromise of a suit between the landholder and a ryot a decree cannot be passed if the Collector considers that such a compromise is unfair and inequitable.
- (e) Even if there is an enhancement in return for an improvement made by a zamindar the enhancement shall be limited to such extent as the Collector considers fair and equitable.
- (f) Where an ayacut is extended, Collector can determine the rates of rent.

No further enunciation of principles on which a fair and equitable rate has to be determined other than what is already contained in the Estates Land Act is necessary. Wide discretion has also been conferred on officers and courts under the Act when questions relating to rates of rent arise.

II. (e) It is not desirable. Such provisions will only lead to endless disputes and far from there being any certainty of the rates of rent, the element of uncertainty will be introduced. It will be disastrous to revise rents by executive action. Powers of revision will thereby be left to the whims and fancies of different officers with different dispositions.

There are already provisions to reduce or revise rents wherever they are inequitable.

- (a) Reduction of rent under section 38. By the recent amendment a ryot can get his relief on the application instead of a suit.
- (b) Temporary reduction of rent due to economic depression, section 39 (a), Patnaick's Act.
- (c) A ryot can get the ayacut determined on application and can obtain a reclassification of lands as irrigated, garden, or unirrigated according to circumstances. He can get the lands classified as unirrigated, if he can prove that they were not irrigated for six consecutive years [section 137 (c)].
- (d) Pending the repair of the irrigation work Collector can order temporary reduction of rent (section 141).

The law has provided the ryot with ample remedies to deal with inequitable cases, and any reserve powers in the local Government will place the landholder at the absolute mercy of changing political complexions of the state.

III. (a) The remedies at present available for the landholder to recover the arrears of rent from a ryot are threefold—

- (a) By a suit before the Collector;
- (b) by distraint and sale of movable property; and
- (c) by a sale of the ryots' holding.

The latter two remedies are available only where a patta and muchilika has been previously exchanged between the landholder and the ryot or the valid tender of a patta has been made at the arrear of rent accrued due within twelve months preceding the demand.

In cases where the arrears of rent relate to a period more than 12 months after the demand and in cases where there has been no valid exchange of patta and muchilika, the only remedy available to the landholder is by recourse to a suit. The remedy by way of suit is costly and tedious. The court-fee payable in each case is Rs. 11-3-0 for every Rs. 100 claimed in the suit. Besides the court-fee, there are the usual process charges, vakalat stamp, and various incidental expenses. The landholder has either to engage a pleader to institute suits or appoint an agent on fixed salary. Wherever a landholder engages a pleader, the fees payable to the pleader also becomes the costs of the cause. The fees payable to a pleader is 5 per cent of the value of the suit. Besides these costs, there are other unavoidable expenses of travel of either the plaintiffs or the defendants which are not taxed costs in the suit. It will be no exaggeration to state that in all *ex parte* suits the actual costs incurred by the plaintiff will go to about 20 per cent of the suit amount. In contested cases the expenses are likely to be very much more and in some cases the expenses incurred have been almost equivalent to the value of the suits. This state of things is neither in the interests of the landholder nor of the ryot.

There is one other circumstance that may also be noted in this connexion. Whenever the suit has to be filed for arrears of a particular fasli which is about to get time-barred by the rule of three years' limitation, the landholder cannot avoid filing a suit also for the dues of subsequent faslis until the date of the suit. If he does not do so, his remedies to recover the subsequent dues will be barred under Order II, rule 2 of the Code of Civil Procedure. So, whenever a landholder files a suit his claim has necessarily to be large and the corresponding cost of litigation is also necessarily multiplied. While the ryots is ruined by this circumstance, the landholder does not also stand to gain.

The difference between the remedy by a suit and the remedy by summary proceedings provided under the Act is small. The additional advantages which a landholder gets by filing a suit are twofold.

- (a) The landholder gets the machinery of the court to effect distraint of movable property.
- (b) The remedy by way of arrest is available to a landholder who has obtained a decree.

Normally, however, whether it is in execution of a decree or by taking recourse to summary proceedings, distraint of movable property and sale of holding are the usual steps taken by the landholder to recover arrears of rent.

In regard to the remedy by distraint and sale of movable property the difficulties experienced at present are the following—

- (a) The articles exempt from distraint are too widely stated in section 77 (f) sub-clause (ii). For example, all ploughing cattle of a ryot are exempt from distraint under that section. The usual kind of property possessed by a ryot are ploughing cattle. This exemption is often abused by the ryot.

(b) In practice, even this remedy is proving costly by reason of no time being fixed within which the sale of distrained property should be held. There are a number of instances where the sales of distrained property were held more than six months after the distraint. In such cases if the distrained property is cattle the costs incidental to the distraint, such as feeding charges, far exceed the value for which the property was distrained. Number of instances can be given showing the period taken for various cases of distraint and the costs incurred in respect of them. The sale officer, that is usually employed to sell the distrained property, is a Government Deputy Tahsildar and in the nature of things it would be difficult to expect him to be available to conduct sales at all times and at all places.

*Sale of holding.*—Even in regard to this remedy there are several difficulties in the existing system; some of the difficulties are the following:—

(a) The remedy is proving to be very slow. The notice of sale is issued under section 112 of the Act. A month's time is given to the defaulter either to pay up the amount or to contest the liability to sell from the date of the receipt of the notice. Thereupon notice shall be sent through post and through the Collector. After service of the notice the landholder has to apply for sale under section 114. On receipt of the application, the Collector shall issue notice to the parties and determine the properties to be sold, and order the proclamation of the sale. The proclamation shall have to be published in the District Gazette, and the sale has to be held on a day after thirty days after the publication. Normally, the holding brought to sale under this provision will be put up for sale, about a year or more after the initial notice under section 112. Here again the sale officer is a Government Deputy Tahsildar, and with the limited time at his disposal, he cannot effectively cope with the work, when the landholder wants to avail himself of this remedy on a large scale.

(b) The remedy is also costly for the following reasons:—

In each case the notice is required to be served through the Collector. Besides the cost of process and various notices, the publication in the District Gazette costs not less than Rs. 10 in each case. To this must be added the costs of obtaining a sale certificate, and thereafter further publication thereof in the District Gazette.

The following suggestions with regard to the measures to be adopted for collection of rent and the sale of holdings may be considered:—

- (a) Distraint proceedings may be made available to arrears which accrued due for three years or at least two years previously. This would obviate the necessity to file suits and will prove beneficial to the ryots themselves. By this provision, filing of suits will be found necessary only where pattas and muchilikas have not been exchanged.
- (b) The provision of section 28 of Madras Revenue Recovery Act, may also be made available to landholder in recovering the rents from ryots.
- (c) Summary proceedings may be made simpler by constituting the village officers of neighbouring villages as sale officers and also a particular limit of time-being prescribed within which movable and immovable property have to be sold. Publication in the District Gazette may be dispensed with and publication in the village chavadis and by beat of tom-tom before effecting sales will be sufficient. The karnam of each village may be compelled to keep in his custody all distrained property as in the Government villages. At present distrained properties are kept in the custody of the sureties. Such sureties invariably commit default in the production of the distrained property, with the result that the landholders can only take proceedings against them in a civil court. Further, it is difficult to get other ryots in the same village to keep in their custody the distrained property of a neighbouring ryot nor is it possible to remove every bit of distrained property to the landholder's office, as the expenses of such removal, and proper custody of such property will involve further cost which will have ultimately to be borne by the ryot.
- (d) Provision is also necessary to deal with cases where distraint is difficult. It often happens that at the instigation of a leading ryot of a village not only himself, but also the other ryots of the village do not pay up the rent payable to the landholder. The leading ryot is influential and no one in the village

will dare to assist in effecting a distraint of his property. The subordinate employed by the landholder to effect distraints is normally a Revenue Inspector and it would be nothing short of fool-hardiness for him to attempt the distraint of the properties of the influential ryots. Police assistance under section 80, though theoretically a safeguard under such circumstances, ordinarily, no police officer comes to assist unless there is a definite allegation of breach of peace. For the poor subordinate revenue official it will be somewhat risky to state beforehand that a particular defaulter is likely to use violence. He must have made some attempt at distraint before making that allegation. But if he should have made the attempt, he would have come to grief. It is also not likely that adequate police help will be available when the zamindar's subordinates are engaged in kist collection simultaneously in various villages during the kistbandi season. In such circumstances, even if distraint should be attempted and it is forcibly prevented, it will be difficult to obtain evidence against the influential ryot in the village. Very often criminal complaints filed under such circumstances are thrown out on the ground that proof is inadequate in respect of some minute details connected with the procedure prescribed for attachment. The dismissal of such complaints only encourages similar conduct on the part of the other ryots in the village. In these circumstances, it is very necessary to have a provision like rule 33 of Schedule IV of the Local Boards Act, so that clash in villages may be avoided when tension is high and at the same time recalcitrant ryots can be made to pay up their rents without recourse to any force. Sub-clause 2 of rule 33 in Schedule IV of the Local Boards Act provides as follows: "If for any reason the distraint or a sufficient distraint of the defaulter's property is impracticable the president may prosecute the defaulter before the Magistrate." Necessary safeguards to prevent the abuse of this provision may be provided under the statute.

- (e) The penalties prescribed for obstruction of distraint under section 212 (b) and other provisions of the Estates Land Act are inadequate. It is doubtful if the section applies at all to a case where movable property other than produce distrained under the Act is forcibly or clandestinely removed. Where such property is removed the landholder has merely to apply under section 90 of the Act for recovery of the property that was taken away; but the section does not provide for penalty or compensation of any kind to the landholder. Probably the landholder himself has to bear the costs also of the proceedings instituted by him under section 90 of the Act. It is therefore necessary that section 212 must be made more stringent and compensation should be provided in each case where the landholder is prevented from successfully availing himself of any of the remedies provided under the Act by reason of the conduct of the ryot.
- (f) Provision may also be made similar to Order XXI, Rule 41 of the Code of Civil Procedure, by which a ryot can be called upon to state all the property which he has got as means of satisfying the arrears due to the landholder. This will avoid collusive claim petitions that have become numerous to evade distrained property from being sold.
- (g) The village officers may also be asked to maintain a register showing the number of cattle and ploughs owned by each and every ryot from time to time. There is evidence to show that such records were available in olden days when statistics were gathered for the apportionment of peishkush in the zamindaris.

IV. (a) There has been divergence of opinion as to whether the rights of the ryots were in the nature of proprietary right annexed to the holding of the land, or, whether the rights were purely contractual. But the distinction is purely academical as the respective rights of the landholder and the ryot in respect of irrigation have been clearly defined by various judicial decisions.

The landholder is the owner of the bed, bund, etc., of tanks, irrigation channels, etc., in the estates. At the same time as observed in the Karvetnagar case, "The zamindars have no power to do away with the tanks, in the maintenance of which large numbers of people are interested, but are charged under India law, by reason of their tenure, with the duty of preserving and repairing them."

The rights of the landholder are similar to those of the Government and correspondingly the obligations are also similar.

The ryot is entitled to be given such supply of water as is necessary and sufficient for the irrigation of his registered wet fields. He must accept the supply from the irrigation source provided by the landholder as the source of supply for his fields as he must accept the method or machinery by which the landholder supplied the water. He has no right to insist that his supply shall come from any particular source, or that it shall come by any particular channel. Nor can he prescribe against the landholder for such user by any length of time. It is open to the landholder to alter at any time, the manner and the method by which he supplies the necessary water to him and he can have no cause of action thereon.

It follows that "between him and the landholder there is something in the nature of contractual obligation under which the landholder agrees to regulate, distribute and furnish to him his necessary supply in the manner authorized as the proper and usual manner, unless the landholder has provided him with another equally efficient." (1931 Madras, 284.)

(b) There is no doubt that the landholder has a superior right in the water sources in the estate. He is the owner of the bund and the bed of the water sources. Wherever it is possible, the landholder can extend the cultivation in the village and provide water for the same, provided it does not diminish the supply of water to the ryots owning lands under the ayacut. It is on this footing that the landholder collects tirwajasti from tenants owning dry lands who take water from the tank.

The landholder has the control of irrigation works and it is he that regulates the water-supply. So long as he does not deprive the ryots of the accustomed supply of water, he has a right to alter the manner and method of irrigation.

The very obligations imposed by the Estates Land Act recognize the fact that the landholder has the superior right. The obligation imposed on the landholder to maintain the irrigation work is to maintain it in such a condition as would not materially prejudice the irrigation of lands dependent upon it. The nature and the extent of the rights of the landholder may be stated as follows :—

- (a) The landholder is the owner of the source of irrigation.
- (b) Subject to the obligation of providing the accustomed supply of water to the ayacutdars he can use the extra supply of water as he pleases. He can extend the cultivation with the aid of such water. He can supply water to dry lands and collect water-rate; he can supply water to other lands belonging to him either in the same village or in any other village.
- (c) The landholder is entitled to the fishery in the tank.
- (d) The landholder can alter the sources of supply or mode of irrigation provided the accustomed quantity of water to the ryots is assured.
- (e) The landholder has the primary right to regulate the supply of water to the lands under the ayacut.
- (f) The landholder can have temporary cultivation on the tank-bed.
- (g) The landholder has all the rights and is subject to the obligations as the Government has and is subject to with reference to the ryotwari tenants.

V. (a) There is no need for compulsory survey. Wherever, however, the ryots are anxious to have the survey made, one-fourth of the ryots of the village can make the application. In several estates though there has been no survey made under the Surveys and Boundaries Act, the villages have been previously surveyed and there has been very rarely any disputes arising due to non-survey. To make survey compulsory would put both the landholder and ryots to needless and heavy expenditure. Where need for survey is felt, either by the landholders or the ryots, the Estates Land Act has provided an easy remedy for getting the estates surveyed.

In the estates which have been already surveyed, the difficulty that is being experienced is that there is no provision for survey maintenance being made. It is too expensive either for the landholder or the ryot exclusively to undertake the task of maintenance. There is no provision in the Act for collection of subdivision charges when the ryots want to have subdivisions of holdings affected. This should be provided for.

Similarly there is no need for compulsory record of rights or settlement of rents. It is now nearly thirty years after the Estates Land Act came into force and the respective rights of landholder and ryots have by now become settled either by agreement or by adjudication in court. To make record of rights compulsory now would merely create troubles where there has been none such, and would involve estates and ryots in needless litigation.

(b) Section 180 provides for the apportionment of the cost of survey among the landholder, the ryot, and the holders of any land held on favourable terms within the estate. The discretion in making the apportionment is left to the Local Government.

Sections 20 and 21 of the Surveys and Boundaries Act also provide for the basis for apportioning the cost between the proprietor and the tenants under him.

Even in estates the State also stands to gain by survey. The State is interested in the collection of land cess which is As. 1-6 in every rupee of rent. The State is interested in the proper use of communal lands. So, the State should also contribute towards the costs of survey.

Provision should also be made for collection of tenant's share of the cost directly instead of the proprietor being made to pay the cost in the first instance as provided under section 20 of the Surveys and Boundaries Act.

VI. The answer to the question will depend on the nature of the levy. There are certain payments which are incidental to the tenure. In such cases courts have recognized the legality of the payments. Some such levies are kulavettu (cesses for keeping the tanks in proper repair), swathantrams (payments to village artisans and servants). The Estates Land Act has recognized the legality of such levies—see section 3 (ii) (a). But courts have disallowed other customary collections which are not incidental to the tenure, and for which no consideration can be presumed, such as, collection for the maintenance of village temple, the village priest and nazars, even though such payments were being made by the tenants without demur for several years.

No such levies are in vogue in the Venkatagiri estate at present.

The Estates Land Act itself has provided sufficient safeguards against any illegal exactions being made by the landholder (sections 135 and 136). Any landholder making an illegal exaction will be liable to a penalty under the latter sections.

There appears to be no need to make any further provision. If necessary, the law as laid down in the various decisions, that only such customary payments as are incidental to the tenure of a ryot can be collected and levies which are not so incidental to the tenure cannot be collected, may be expressly stated in the Act. The words "Any local tax, cess, fee, or sum payable to a landholder by a ryot *as such*" in section 3 (ii) (a) sufficiently conveys that only such levies are lawful as are incidental to the tenure.

VII. (a) The question assumes that the tenants must have some rights with regard to the utilization of local natural facilities such as grazing of cattle, etc. There is, however, no basis for such an assumption.

The landholder is the owner of all forests and waste lands. He has the exclusive right to the enjoyment of the forests and waste lands as he likes. No rights in the tenants to free grazing or collection of manure or wood without payment or permission, have been recognized by law. If there were such rights, surely such rights would have been declared in all the earlier tenancy legislation.

Such rights, if at all, can be claimed as "Customary rights" or "Customary easements" (see section 18 of the Easements Act). But before such rights can be claimed as customary rights, it should be proved that the tenants were grazing the cattle, etc., as of rights openly and without obstruction. The obtaining of licences to graze cattle or collect manure, etc., would negative all claim of right. The following observations in a recent decision of the Nagpur High Court clearly set out the law on the subject:—

"The enjoyment of a right claimed to exist under an alleged custom must be enjoyed as of right, that is to say, all acts must be done under or by virtue of the custom. In order to establish the custom, all acts must have been done without violence, without stealth or secrecy, or without leave or licence asked for or either given, either explicitly or impliedly from time to time. No act which can be ascribed to a licence can ever support a claim of custom. A zamindar is the owner of the forest and of waste land lying within his zamindari; and as proprietor can permit his tenants to graze their cattle on land which is not the communal land of the village, and to take dead wood, etc., from the forest or waste land on payment of certain charges prescribed by him. But that is purely a matter of contract between the zamindar and the tenants. A right which can be so acquired on payment of fees or charges can hardly be regarded as a customary right, notwithstanding that the right has been exercised for a long series of years (Stone, C.J. and Niyogi, J.). *Bahoran v. Lal Bhuvanpalsingh* (20 N.L.J. 131)."

In practice it can be proved almost in every zamindari that far from exercising any rights as such, the tenants were applying to the zamindars for permission to graze cattle on payment of fees. Similarly, they were obtaining licences for collection of free manure or wood.

*Grazing of cattle.*—That the Estates Land Act itself did not recognize any right to free grazing appears to be clear. If any area is set apart for common grazing such lands



would come under communal lands within the meaning of section 20. In describing communal lands the Act refers to threshing floors, cattle stands, village sites, etc. If common grazing lands were contemplated prominent reference to such grazing lands would have been made in section 20 as an illustration of communal lands.

Again the right to graze is in the nature of a *profit a prendre qua estate* and rights to profit a pendre are not recognized by the Act.

In defining *rent* in section 3, clause (ii) (b), for the purpose of certain sections of Act, "Pasturage fees" would come under the definition. This clearly shows that the Act contemplated pasturage on payment of fees and not free pasturage.

Again in section 6, clause (2), of the Act there is reference to "Admission to waste lands under a contract for pasturage." This would indicate that the Act did not contemplate right of tenants in waste lands for grazing, but contemplated only admission on contract for pasturage.

The various systems obtaining in regard to the manner in which pasturage is let to ryots are the following :—

(a) *The kancha system.*—Kanchas include all the waste lands in the village as well as pasturage areas where rich pasture is allowed to grow. Landholders get such areas specially protected. Every year the leading ryots of each village come forward to take on lease the kanchas of each village and thereupon they pay up the lease amount and get a lease executed for three years or five years. There are a few cases where the leading ryots have taken such kanchas on permanent leases. The lessees of the kanchas in turn collect the quota of each ryot towards the lease amount paid by them.

In regard to this system, certain claims of the ryots were put forward, which came up for decision in courts. The contention put forward was that the right of the zamindar in respect of the kanchas was merely to collect or auction the lease amount every year; but that the zamindar could not withhold the leases or refuse permission to graze. There were two cases in the Nellore district which went up to the High Court where such kind of right was claimed and negatived—See 31 M.L.J., 211 and 1928 Madras. The former related to the Venkatagiri zamindar and the latter related to Chettetipalem.

The kancha rates are lower than the pasturage fees collected in Government areas. A comparison of the rates of kanchas fees in the Venkatagiri zamindari where this system is largely in vogue will clearly show that the rates are generally low and compare favourably with the rates obtaining in the Government area.

The kancha system has been in vogue in various Government areas in the Nellore district. In 1867 when the Government abolished the pullari system and provided for some common pasturage, they also introduced the kancha system by which "Tracts be annually or biennially rented out to the highest bidder in suitable lots for pasturage, care being taken that the lots put up to auction are not unduly monopolised by one man or a clique in the village." (G.O. No. 267, Land Revenue, dated 12th November 1867.)

(b) *The pullari system.*—The system commonly obtaining is this. At the beginning of each fasli an account is taken of the cattle owned by each tenant in the village and after collecting the grazing fees for so much per head of cattle, permits will be issued to the tenants for grazing the cattle.

Before 1867 this was the system in vogue in Nellore and Guntur districts in Government areas.

(c) *The patta beedus.*—A third method by which lands are let for pasturage is this. Some ryots are granted specified areas of pasturage lands according to their needs and such areas are included in their holdings at specified rates of rent. The extents so granted are generally in relation to the number of ploughs owned by the ryot.

The rates at which such beedus are let range from 8 pies to As. 3-1 per acre in the Venkatagiri estate. Wherever such patta beedus are granted conditions are inserted in the pattas that if the ryot utilizes the land for agriculture he should pay rent at the dry cultivation rate and if any applications are forthcoming for the assignment of such lands for cultivation the tenant should either vacate the lands or himself take the lands on darkbast.

In regard to these patta beedus, claims of occupancy rights were put forward which came up for judicial decision and ultimately negatived. (38 Madras, 738) *Ayupareddi v. Maharaja of Venkatagiri.*

The prevalence of one or other of the above systems clearly disprove any "right of pasturage" in the ryots while at the same time they prove that there are already adequate arrangements made in each estate providing for grazing facilities to ryots on reasonable terms.

Wherever kanchas are not taken on lease or permits are not obtained and cattle are allowed to graze, then such cattle are impounded. Several cases where obstructions to such impoundings were made, have come up before courts and the courts have invariably imposed fines against such individuals. The cattle-pound registers in the various villages in the estate will show the instances where cattle have been impounded for grazing illicitly on the waste lands in the village. These would clearly establish that nowhere were 'rights' recognized for free grazing.

In the above circumstances, any legislation infringing such rights would be in the nature of creating new rights in favour of the tenants and infringing the rights of landholders and consequently expropriatory.

*Collection of Green Manure and Wood for agricultural implements.*—The practice obtaining in the various estates at present for the supply of green manure, etc., to tenants is for the ryots to apply to the landholder for permits and for the landholder to grant such permits according to the needs in each case. Some nominal fee is collected. Sometimes permits are issued free. The permits would specify the quantity to be taken by each tenant the area from which the manure or wood is to be taken, and the period within which he has to take the same. Wherever such green manure or wood is taken without obtaining permits, compensation is collected, and where such compensation is not paid legal action is taken. Courts have in number of instances convicted persons who so illicitly removed wood or green manure. These would indicate that 'rights' as such in respect of the collection of green manure and wood, etc., have not been recognized by law.

To recognize such rights would also work great hardship. It would lead to abuse. Who is to determine the needs of each ryot and how is it to be ensured that he will not remove greater quantity than is necessary? Wherever there is combination among ryots, they can easily denude the forest under the pretence that they have gone into the forest only for the limited purpose of gathering manure leaves or for cutting wood for agricultural implements. It will retard conservancy and development of forests.

Even when such rights have been pleaded by way of custom, courts have held that a custom by which persons claiming the custom can increase the burden on the owner of property and can even virtually deprive them of their property is an unreasonable custom (*Adams v Rivers*, 9 *Calcutta*, 698=1934 *Calcutta*, 461), and should not be enforced by law.

In the present case it will be a travesty of justice if on the other hand when facts disprove the existence of a right either by custom or otherwise, attempt is made to introduce such rights by legislation.

If, as a matter of fact there are already such customary rights in existence, the recent amendment to the Estates Land Act has amply safeguarded such rights. (See section 20-A.)

VII (b) In the above circumstances, the answer to question (b) is also in the negative and there are no inherent rights recognized as such in favour of the tenants in regard to the utilization of natural facilities for grazing, collection of green manure, etc. Even Mr. Ramadoss who drafted amendments on behalf of ryots in the year 1934 did not treat such rights as inherent in the ryot. He recognized two classes of estates, one in which rights by custom may exist in favour of tenants and another category where such rights by custom do not exist.

VII. (c) What are the respective rights with regard to the public paths, communal lands, and hill and forest porambokes as between the tenants and the landholder?

Every communal land is to be utilized for the specified purpose for which it is intended. The landholder or the ryot cannot put the land to any other use than the one for which it is intended. Any ryot who trespasses on communal land can be summarily ejected under section 21, Estates Land Act.

The zamindar, however, has the reversionary interest in the communal lands. When a communal land is no longer required for the purpose for which it is intended, he can, after obtaining the permission of the Collector put it for any other use.

The ownership of the communal land, however, unquestionably belongs to the landholder. (71 M.L.J., 749.) The landholder is entitled to the subsoil rights. He is also entitled to the trees standing on communal lands.

In regard to hills and forests, they are not communal lands at all, and it is not known why these should have been mixed up with communal lands in the questionnaire.

Hills and forests are the property of the landholder (40 Mad., 886, P.C.) and tenants have no rights in respect of them.

VIII. The scheme recently settled during the amendment of the Estates Land Act is sufficiently suitable and it is premature to suggest alterations to the said scheme. It may be at once stated that during the recent amendments, Chapter VIII was completely altered and all the provisions that we find in that Chapter VIII was completely altered and all the provisions that we find in that chapter to-day are almost word for word the amendments suggested by Mr. Ramadoss Pantulu, who was espousing the cause of the ryots and suggested amendments on their behalf. According to these provisions the machinery provided to compel a landholder to repair an irrigation work has been rendered very simple and even a single ryot making an initial deposit of Rs. 200 in the case of major work and Rs. 100 in the case of minor works can set the law in motion against the landholder. Wherever the officer who makes the enquiry finds that the irrigation work is in such state of disrepair as materially to prejudice the irrigation of the ayacut under it he may pass an order specifying the work necessary for effecting the repair and call upon the landholder to execute the said work within a specified time. If, however, the landholder fails to execute the work within the given time he shall be made to deposit the amount of the estimated cost within a specified time. As soon as the deposit is made the officer shall get the work executed by such persons in such manner as he may direct. It is difficult to perceive what improvements can be suggested to these provisions; though the amended Act is three years old in number of instances, ryots have begun to take advantage of these provisions. Besides the simplification of the machinery the following provisions have ample advantages to the ryots:—

- (a) The ayacut under an irrigation work can be determined at the instance of even a single ryot and the officer who determines the same can even effect classification of any land as irrigated, or garden, if they are already not classified and can even determine the rate of rent on the lands so classified.
- (b) The landholder is prohibited from making an extension of the ayacut without express sanction of the Collector in that behalf.
- (c) Any ryot can obtain any reclassification of his land as unirrigated if for six consecutive years the land could not be irrigated.
- (d) A ryot can also apply for temporary reduction of rent pending completion of works of repair.

On the other hand the only lacuna in the Act is that it does not fix the maximum amount which the landholder can be compelled to spend in respect of each irrigation work. All that is provided to safeguard the interests of the landholder is that in passing an order specifying or extending the time within which the landholder has to execute a work of repair, the officer shall pay due regard to the capacity of the estate of such landholder to bear within such time the cost of such works in addition to the cost of other works, if any, ordered by such officer, or undertaken by such landholder of his own accord. Mere extension of time is no remedy. Taking advantage of the recent provisions petitions have been filed on behalf of the ryots making extravagant claims. In one case where the total income of the zamindar from the ayacut was Rs. 1,500 the amount for which repairs were asked for was Rs. 25,000 (Siwarayanipet, Podili division). The estate had actually spent about Rs. 7,000 within the past ten years. In another case the ryots of a village where the total revenue to the landholder was Rs. 2,500, they asked for repairs which according to the estimate of the Government Tahsildar would amount to Rs. 27,000. In such cases the repairs asked for would exceed even the market value of the villages themselves. There is no provision preventing a Collector or other officer deputed by him ordering that the landholder should spend such amounts. The Government Tahsildars and the Deputy Tahsildars to whom ordinarily such enquiries are referred lose nothing by recommending excessive amounts being spent, particularly as it is not the Government that is going to spend the amounts. Further the manner in which the ryots appeal to the sympathy of such officers is too well known. In the above circumstances a statutory limit should be fixed indicating the quantum of liability of the landholder. In regard to Government works there is provision in the Board Standing Orders as to the proportion which the costs of the work of repair should bear to the income to the Government. It is also well known that the very principle of Irrigation Cess Act is that the amounts spent for an irrigation work should have an appropriate return. (See the preamble of the Madras Irrigation Cess Act No. VII of 1865.)

The Select Committee that was appointed in 1932 to draft the amendment came forward with an amendment to the effect that the amount payable to the landholder in any one year shall not exceed the annual rent of the wet ayacut of the irrigation work concerned. This again would have afforded no relief to the landholder. A provision that the total expenditure which a landholder can be called upon to incur in any revenue year on the repairs of irrigation works in his estate shall not exceed 5 per centum of the total demand from the irrigated lands in his estate is necessary. Such a provision is necessary and essential for protecting the landholder from being called upon all on a sudden to shoulder a burden which he could not bear. This will be both in the interests of the landholder and the ryot.

Cases may arise where the disrepair of the tank is not the result of any negligence on the part of the landholder but the result of causes beyond his control. A tank may breach where there are unprecedented rains or cyclones. In such cases there is no justification to compel the landholder to shoulder the burden all of a sudden exclusively himself. Provision may be made for funds being lent by Government on such occasions and the Government can reimburse the amount in easy instalments.

There is another matter to be cleared in the language of the existing legislation. According to section 138 (c) the ryots may apply for the repair of a work if the work is in such a state of disrepair as materially to prejudice the irrigation of the lands dependent upon it. What is material prejudice requires to be more fully defined. For example, an explanation may be introduced stating that a particular work is not able to irrigate such extent as it was irrigating within the previous ten years, or it has become impossible to raise the same crop or derive the same yield as was either grown or received within the last ten years. In some applications by ryots their prayer is to restore the work to a state in which it is alleged to have existed more than 30 or 40 years ago. To do so may be very good. But when trying to fix the liability of the landholder, if for 30 years the ryot could grow crops and had no grievance it may be inequitable to compel the landholder to execute such work.

There may also be instances where the landholder can find out an economical method of irrigating the lands in a village while at the same time giving up the work which was in existence all along. In such cases the ryots should not be allowed to insist on the old work being repaired.

The language of section 138 may be appropriately amended so as to absolve the landholder from any obligation to repair a particular work if the landholder has provided the ryot with an alternative mode of irrigation affording the same supply of water as before.

Provision also has to be made requiring the ryots to furnish an estimate of the work which according to them is necessary. It is also necessary that adequate provision should be made for enforcing compulsory labour for such works as silt clearance and petty works of repair. Section 6 of the Compulsory Labour Act will not enable the landholder or his agent to enforce customary labour from ryots. Further it is much better to make it a statutory obligation on the part of all ryots to do amji work according to the quantum of their holdings rather than leave such things to the mercy of a vague custom. In every case the existence of such a custom may be disputed by the ryots. Whether such a custom exists or not it is equitable that ryots should be compelled to themselves execute petty repairs such as silt clearance in supply and distribution channels, etc. The ryots are primarily interested in the proper functioning of an irrigation work and it is not just that the landholder should be exclusively made responsible for the upkeep of the work leaving the ryot even without the obligation to execute petty works of repairs. It may also be pointed out in this connexion, that far from executing such petty repairs the ryots themselves contribute to the disrepair of the work. It is notorious that they very often cut open bunds of tanks to irrigate their lands. They do not even care to close such breaches caused by them. The bunds of tanks also get into disrepair on account of herds of cattle and goats being allowed to pass on the tank-bund and graze on the slopes. Provision must be made to prevent such mischief to the tank-bund.

It will be in the interests of both the landholder and the ryot if annual jamabandi is made compulsory. The accounts to be prepared at the time of jamabandi should be standardized and at the same time made simple. A statutory provision should be made fixing the period within which a ryot should contest the charges imposed in jamabandi.

The main cause for jamabandi falling into arrears is due to the absence of powers in the landholder of control over the karnam. It is the karnam that has to prepare all the jamabandi accounts. His accounts have to be verified by the zamindar's officials. There must be statutory provision by which a karnam can be compelled to attend the landholder's office as often as is necessary and to get accounts prepared according to his orders.

X. (i) The status of the under-tenant in relation to the pattadar may be clearly defined under the Act and the same considerations that are taken into account in determining the rate of fair and equitable rent payable by the ryot to the landholder, may be adopted for fixing the rate payable by the under-tenant to the pattadar. Wherever the landholder grants remission to the ryot, the benefit of such remission should go to the under-tenant and not to the pattadar.

(ii) The status of the under-tenant in relation to the zamindar may be defined as that of a sub-lessee under the Transfer of Property Act. The under-tenant may be made equally responsible for the payment of the rent to the zamindar as the pattadar himself. Otherwise in cases where the pattadar is not a resident of the village, the zamindar finds it difficult to recover rent except by recourse to suit. It may therefore be provided that all remedies available to the landholder against the ryot should be made available even against the under-tenant. Similarly all notices and processes required to be served on the ryot should be deemed to be sufficient if served on the under-tenant.

XI. (a) There is no need for any special tribunal. Jurisdiction for appeals and revision as now provided under the Estates Land Act does not require any change.

(b) Revenue courts should continue to be the courts for the trial of actions and proceedings between the landholder and tenants.

XII. (a) At present the remedies available to the landholder against a person in unauthorized occupation are the following:—

- (a) To recover damages not exceeding one year's rent determined by the Collector (section 163).
- (b) To eject the trespasser by a suit in the civil court (section 163-A).
- (c) In the case of unauthorized occupation by a ryot who has been ejected under section 163-A the trespasser will be liable to prosecution under section 212 (d).
- (d) In the case of unauthorized occupation of communal lands, or tank-beds, the trespasser will be liable for summary eviction by the Collector under the Lands Encroachment Act (section 21, Estates Land Act).

The above provisions have been found to be inadequate to check unauthorized occupation :

- (a) The right to damages of one year's rent is no relief at all. Even for claiming this amount the landholder has to put in an application to the Collector and get the quantum of damages determined. The Collector may not grant the full one year's rent as damages, but may only order a much smaller amount. In practice, the cost of the proceedings may exceed the amount of damages which may be awarded by the Collector. It is why generally no landholder avails himself of this provision.

Further, damages have to be determined within one year from the end of the revenue year in which the occupation is made. Ordinarily, jamabandi, in estate areas are conducted in the year next after the one in respect of which charges have been made. Due to want of sufficient control over village officers, the charge accounts are not made available to the landholder in time. The limitation of one year is a further handicap to the landholder in the way of recovering even the damages provided for under section 163 of the Act.

The provision for recovering damages from the trespassers, if it is intended to check unauthorized occupation has to provide for substantial compensation and not merely nominal compensation.

In the case of the lands belonging to Government, stringent measures have been provided for under the Madras Land Encroachment Act. Under the Act :

- (a) A trespasser occupying a portion of a survey number may be made liable for the assessment of the whole survey number (section 3).
- (b) Occupation for an incomplete portion of the fasli may be deemed to be occupation for the full fasli.
- (c) Penalty equivalent to ten times the assessment can be imposed (section 5).

It is necessary that similar provisions for recovery of penalty should be introduced in the Estates Land Act. The statute must itself fix the quantum of damages and the provision for previous determination of the damages by the Collector by a separate proceeding should be omitted.

- (b) *Ejectment of trespassers.*—The provision for ejectment under section 163-A by filing a suit in the civil court is both arduous and costly. Unless there is some provision for summary eviction, it is not remedy at all. In each case of

trespass, if the landholder has to avail himself of this remedy, he has to engage a vakil. Court-fees have to be paid on the market value of the land. The minimum vakil's fee prescribed under the Civil Rules of Practice in each ejection suit is Rs. 25. It is therefore only a few rich landholders that can at all avail themselves of this costly remedy. But even in such cases, where the unauthorized occupation is on a large scale it is impossible for landholders to go on filing as many suits as there are trespassers. It is no answer to state that the costs of the suit can be recovered from the trespasser. Very often the trespasser is a bird of passage. Often, they are men without property. The landholder can rarely recover the costs incurred by him from the trespassers.

Compare this with the provision made for eviction of trespassers on Government lands. See section 6 of the Land Encroachment Act which provides for summary eviction. If a trespasser offers resistance to an officer trying to evict him, he can even be imprisoned after summary enquiry by the Collector.

It is therefore necessary that provision should be made under the Estates Land Act for summary eviction of trespassers. It may be provided by making section 21 applicable even to trespassers on ryoti land and other waste lands.

(c) *Penalties for trespass.*—Section 212 may be made applicable not merely to cases where a ryot has been ejected according to the provisions of section 163-A; but also to cases where the landholder has obtained possession after purchasing the land in revenue sale. It has become a notorious fact, that in an estate the landholder is helpless in preventing the ryots from occupying the lands, even though lands were purchased by the landholder in revenue sale, or in the execution of a decree and he was duly put in possession.

Even in case of trespass on the land from which a ryot has been dispossessed under section 163-A the trespassers evade the provision. Very often with the connivance of village officers, cultivation is registered not in the name of the trespasser himself, but in the name of some relation or friend of the trespasser himself, so that though the real trespasser is the one against whom decree has been obtained under section 163-A, still he can escape the clutches of section 212 (d). The language of the section may be suitably amended so as to deal with such cases.

(d) *Section 6, clause (2)—Explanation.*—This is another provision which works hardship to the landholder. According to the provision, if a payment is made by a person in authorized occupation of ryoti land, and no suit is filed against him within two years he acquires occupancy rights. In practice, the person who collects rent is the karnam or the headman of the village. If the karnam does not bring to the notice of the landholder the instances where he collected rent from the unauthorized occupiers he practically confers occupancy right to the trespasser. Very often the village officers are found to treat these instances as sources of income to themselves. They can successfully enable ryots to acquire occupancy rights, and deprive the landholder of all legal remedies.

In every village in an estate, there are what are known as the 'Bought-in-lands,' i.e., lands purchased by the landholder for arrears of rent. By assigning those lands to other ryots the landholder has to recover not merely the arrears for the realization of which the lands were brought to sale, the costs of the sale, but also the previous decrees obtained for rents due on the land. Very rarely the landholder is able to do this. Even after the purchase by the landholder and his taking possession through the aid of the Collector, the ryot continues in possession. With the collusion of the village officer, the self same ryot makes some payments which is not brought to the notice of the landholder within two years, with the result that by this process, while the ryot is enabled to remain in possession of the land, he has at the same time, successfully evaded payment of all the arrears and decrees due on the land. The landholder on his part has not merely lost his arrears and decrees, but also the amounts which he spent for bringing the holding to sale and for obtaining, what proved to be a farcical possession.

The alternative open to the landholder even when his attention is drawn to the fact of payment by a trespasser within two years is by no means helpful. A landholder has either to treat the trespasser as a ryot or to launch a civil suit against the trespasser under section 163-A. When as it happens, trespass is not of a stray case or two but of several cases, it is well-nigh impossible to file as many suits. The remedy is worse than the malady.

After all, what is necessary is to 'prevent' trespass and not merely to punish trespass. There is no provision in the Act at all, to prevent trespass. Summary eviction is the only mode of eviction that can prevent trespass and this has to be provided.

Section 6 clause (ii) explanation has to be repealed or suitably amended. For instance, a trespasser may be given the benefit of occupancy right if, besides the payment within two years, he has also put in an application to the landholder to assign the land to him and the landholder remained silent after receipt of such an application for two years. The landholder is not bound to grant the application. If he refuses, and even after refusal the trespasser does not vacate the land, he may be made liable for summary eviction. If necessary, provision may also be made, that in cases where the lands were purchased in revenue sale by a landholder, a ryot could even after sale, tender one and a half (1½) times of all the arrears and decrees outstanding, and costs incurred by the landholder on the land, and the landholder will be bound to assign such land to him, provided before such tender he has not already assigned the same land to others. The occupation of the bought-in-lands by the original ryots themselves is bordering on a scandal on all the estates. Some ryots find it more advantageous to cultivate bought-in-land as trespassers rather than as pattadar. As pattadar, the landholder can take summary proceedings of distraint, etc., for recovery of rent; but such remedies are not available against trespassers. Pattadars will be liable to pay a rent whether or not the lands are successfully cultivated or not. The trespasser can escape payment of rent if somehow or other his cultivation is not registered in the cultivation account. A pattadar will be liable to pay rent on the entire holding, but a trespasser can be made liable for rent only for the extent actually cultivated by him. The creditors of pattadar can proceed against his land and deprive him of possession. As trespasser no one can proceed against the land in his cultivation. The landholder has his first charge even on the crop raised by the pattadar under section 5 of the Act, but he can have no such charge in respect of the crops raised by the trespasser. Pattadar will be liable to contribute for amji labour and trespasser will not have even that obligation. Every landholder loses a large portion of his rents in this manner.

In this connexion the proviso to section 3 of the Land Encroachment Act may be compared. It says that payment of assessment does not confer right of occupancy in the trespasser. Section 6 provides for the forfeiture of the crop, etc., standing on the land trespassed. Similar provision may be made in the Estates Land Act.

No possible objection can be raised for giving appropriate remedies to the landholder in this behalf. Law does not recognize in any country equities in favour of the trespasser, but under the Estates Land Act a trespasser is the most favoured person.

See also the provisions in the Act regarding the eviction of trespassers from private lands. Sections 158 to 161 of the Estates Land Act. If at least similar provisions are made to summarily eject trespassers on ryoti land it will be something.

(b) At present the zamindar has to collect jodi, kattubadi and other quit-rents by filing suits in civil courts. This has been found to be very ineffective. As the zamindar has no first charge, several decrees obtained by zamindars have been rendered useless by alienations made by the inamdars.

In regard to quit-rents payable by minor inamdars, such amounts are invariably small. The costs that have to be incurred in filing the suits in civil courts and executing decrees sometimes even exceed the amount of the quit-rents themselves.

It will therefore be necessary that quit-rents should be brought under the definition of "rent" under the Estates Land Act and all remedies available to the landholder for recovery of rent should be made available even for recovery of jodi, poruppu, kattubadi and other quit-rents.

**Memorandum by Mr. V. V. Konda Reddi Garu, Proprietor of Pulicherla and Mangalampet estate, Pilur post, Chittoor district, dated 1st December 1937.**

I am the proprietor of Pulicherla and Mangalampet Estate and also a tenant at Punganur zamindari. Please place my views before the Committee. I was not in the village hence I was not able to reply in time.

Zamindar is the proprietor of the soil as well as mines, etc., before the land is granted on patta. Tenant becomes owner of the surface soil after the land is granted on patta and he will not have any mining rights. Rent should be fixed as per soil but it should not be more than Rs. 20 per acre wet land and more than Rs. 4 per dry land. In fixing the rent proportionate reduction should be made in peshcash made during permanent settlement.

There should be statutory provision for remission of rent and a proportionate remission should be granted in peshcash by Government. Maximum and minimum rent should be fixed for each estate and a Settlement Officer should be appointed to settle, if there is a dispute.

Provision of rent suits should be deleted from the Estates Land Act as it ruins both the landlord and tenant. The measures which are in force under Revenue Recovery Act should be enforced.

The right of water-supply is inherent. Landlord should not interfere with existing rights. He should be given powers to protect the rights of the tenants.

Survey is costly and it is not possible for the landlords to pay the cost.

Landholders should not levy any additional mamuls in addition to rent. Grazing should be made free in unreserves. Wood for agricultural purposes should be supplied free. Ryots have got inherent rights for grazing in unreserves and for collecting implements for agriculture in unreserves of the estate.

Public paths, communal lands, hills and forest porambokes should be left free to the ryots and any encroachments on the said lands should be severely dealt with and penalty imposed.

If repairing of tanks is not taken up by the landlord Government should grant a loan and collect the amount by five yearly instalments.

Yearly jamabandi is quite necessary. Proprietor is not in a position to take any work from the village officers and his village accounts are not kept up-to-date. Hence his collection work is hindered. Some punishment should be made by the Revenue authorities in cases when a report is received from the proprietor. Proprietor should be given some powers to punish the village officers subject to appeal.

Tank bund porambokes are generally occupied. Proprietor should be empowered to levy penal assessment 10 to 20 times and Revenue authorities should be empowered to eject if the matter is reported.

All disputes between landlord and tenant should be settled by Revenue courts.

If the land occupied by the ryots is unobjectionable it should be granted on patta and no penalty should be levied in such cases. Collection of jodi, porappu, kattubadi should be collected under Revenue Recovery Act.

**V. V. KONDA REDDI.**

**Memorandum by the Zamindar and Receiver, Punganur zamindari, Chittoor district, dated 5th December 1937.**

The question of the relations between landholders and tenants is a very important one. The interest of one is so intertwined with that of the other that any steps for the amelioration of the condition of the one, will have its repercussions on the other, unless the interests of the other also are properly safeguarded. On account of deep-seated economic depression, it is not merely the condition of tenants that needs sympathy and relief but also that of the landholder. Any half-hearted measure in favour of the tenant shutting one's eye completely to its depressing effect on the landholder, will only result in a transference of the hardship and misery from the one to the other. Any reform contemplated of the relationship, must have for its object the removal of the trouble and difficulties under which both suffer and an improvement of the general condition of both.

As part of any scheme of reform, it will become directly necessary also to revise the relationship between the Government and the landholder and afford to the landholder such relief as the changed condition of the times will warrant or make necessary. Any



step-motherly treatment, however, laudable in the present miserable economic condition of the country, of the tenant class cannot have the effect of even partially eradicating the misery of that class but will certainly result in accentuating the misery of the landholder class intertwined with it. It is, therefore, hoped that the Committee which has the welfare of both the landlords and tenants at heart should devise ways and means and evolve a scheme to improve and better the lot of both the landlord and tenant at one and the same time.

I. (a) (1) This raises unnecessarily a bone of contention. The interests of both the landlord and the tenant in the soil are well-known to law and statutes. It is submitted that in regard to the matters dealt with by the questionnaire, it is even unnecessary to probe this question and raise an academic discussion.

(2) But still, if it becomes necessary to decide as to who is the proprietor of the soil, there are very clear indications in the Madras Estates Land Act itself recognizing the zamindar as the proprietor of the soil while dealing with the rights of the ryots also in regard to the incidents of their tenure, for example—

(a) Carving out the subordinate interest of "occupancy tenancy" implying the existence of an ultimate proprietorship in the zamindar.

(b) Section 19 dealing with private or home farm land which is recognized to be at the absolute disposal of the zamindar, the relationship between him and the tenant being governed by contract. The zamindar can at his pleasure convert private lands into ryoti land but cannot be compelled to do so there being no provisions therefor.

(c) *Waste land*—Section 6 (2) recognizes, the proprietary rights of the zamindar in this.

(d) Section 6 expressly reserves to the zamindar the mining rights in the estate.

(e) Section 10 (2) which says that on a ryot dying intestate without any heirs except the Crown, his right of occupancy shall be extinguished, recognizes a sort of escheat in favour of the zamindar.

(f) Section 11 puts a restraint on the ryot in the use of the land and says that he should not use it in any manner materially impairing the value of the land and rendering it unfit for agricultural purposes. This restraint impliedly at least, excludes a proprietary interest of the land in the ryot.

Any injurious use of the tenant by the ryot attracts the provisions of section 151 and the landholder can sue to eject the ryot from the said holding.

(g) Section 149 recognizes the relinquishment of a holding by a ryot. This, at any rate, implies that the person who relinquishes holds a subordinate interest and the man, landholder, in whose favour it is done has a superior interest in the land.

It is thus seen that statutorily proprietorship in the soil is conceded to the landholder while at the same time the ryot's rights are defined and protected.

(3) Apart from the provisions of the Madras Estates Land Act above adverted to, the earlier regulations as well as the later decisions of the Madras High Court and the Privy Council also recognize that the proprietorship of the soil is in the landholder and not in the tenant.

(a) *Instructions issued to the Collectors on 15th October 1799* which in paragraph 1 directs them to "prepare materials for forming a permanent settlement with the zamindar who, it is our intention to constitute proprietors of their respective estates or zamindaris . . .", which further says in paragraph 5 " . . . by constituting the several zamindars and other landholders having individual claims to such distinction, actual proprietors of the soil or lands composing their estates."

(b) *Regulation XXV of 1802*.—The preamble mentions the granting to zamindars and other landholders a permanent property in their lands for all time; its second paragraph vests the proprietary right of the soil in the zamindars and other proprietors of the land.

(c) *By the permanent settlement*.—The British Government proceeded to transfer the ownership of the soil to the zamindars and landholders subject to payment to Government of a permanently fixed peishkush. The title-deed called the "Sannad-i-milkiat-isthimrar" of the zamindar which is a Persian term means a "title deed" or grant of perpetual ownership.

(d) As for decisions of court, 41 Madras, 1012, P.C., where in dealing with the contention of the respondents that the ownership of the soil in India was not in the Sovereign whose right was confined to the right to receive,

as revenue, a share in the produce and that therefore the inam grant of 1873 could have been only a grant of land revenue alone and did not include the kudivaram. Their Lordships of the Privy Council say "the fact that rulers in India generally collected their land revenues by taking a share of the produce of the land is not by itself evidence that the soil of lands in India was not owned by them and could not be granted by them, indeed, that fact would support the contrary assumption that the soil was vested in the rulers who drew their land revenue from the soil, generally in the shape of a share in the produce of the soil which was not a fixed and invariable share, but depended on the will of the rulers. The assumption contended for on behalf of the respondents was not recognized in the Regulation 31 of 1802."

44 *Madras*, 588, *Full Bench*.—Where, they rejected the theory that in ancient times, the ownership of the soil of land in India was not in the sovereign and that his right was only to receive a share of the produce as revenue and the inam grant was therefore a mere grant of the share of revenue.

57 *Madras*, 443, *P.C.*—They rejected the presumption that a zamindar grantor could not grant kudivaram as he could not have had any kudivaram in him for himself and say, that such a presumption was negatived by their decision in 41 *Madras*, 1012.

44 *Calcutta*, 841, *P.C.*—A case dealing with the permanent settlement in Bengal which served as the model for the later permanent settlement in Madras. Their Lordships of the Privy Council observe "the settlement itself recognizes and proceeds on the footing that they (zamindars) are the actual proprietors of the land for which they undertake to pay the Government revenue. The settlement is expressly made with the zamindars, independent talukdars and other actual proprietors of the soil." This passage is recognized by the Privy Council itself in *A.I.R.*, 1931, *P.C.*, 69 as a well-known passage.

(b) The Estates Land Act in several sections deals with the incident of the relationship of the landholder and the ryot.

The proprietorship of the soil is in the zamindar, but this does not encroach upon the rights of the tenants which also are clearly dealt with by the Madras Estates Land Act itself.

The tenant has, what is called as the kudivaram right. In 47 *Madras*, 337, the Privy Council has itself recognized "Kudivaram" as a well-known expression meaning, "a species of tenant right or the right of permanent occupancy." Their Lordships further say that "a right of occupancy" in land is a right, subject to certain conditions, of a tenant to hold the land permanently which he occupies, that it is a heritable right and in some cases, possibly transferable by the tenant to a stranger.

II. (a) This cannot be accurately defined. It depends on a number of considerations which may vary from time to time and place to place. It is also a comparative idea depending upon individual opinion. The circumstances of each case will have to be taken note of in fixing the same. Any rule of thumb-method will necessarily cause hardship and injustice to many.

(b) Ordinarily in fixing a fair and equitable rent a number of considerations have to be taken into account. For example the nature and condition of the soil, the facilities for its irrigation, the climate and the facility for transport of the produce, the availability and cost of labour and the general condition and status of the people in the locality. It must be promised, however, that any violent change of the rates now obtaining will not be fair and equitable. In fact section 28 of the Madras Estates Land Act recognizes that the rent lawfully payable for the time, shall be presumed to be fair and equitable until the contrary is proved. Except where the existing rate is found to be unfair and unequitable, modifications are not to be made merely arbitrarily. Investing the power to interfere in officers specially empowered in this behalf to vary the existing rates there must be statutory provisions and rules governing the matter to prevent the arbitrary or capricious exercise of any discretion by them.

Section 24 of the Estates Land Act provides that the rent shall not be enhanced save as provided by the Act. Provision for enhancement are fully stated in section 30. The enhancement cannot be by mere contract of the landholder with the ryot but must be under a decree or an order of the Collector—vide sections 30 to 36 and *A.I.R.*, 19 *Madras*, 454. The grounds justifying an enhancement under the various clauses of section 30 cannot be denied to be fair and equitable. The enhancement is fixed by the Collector who can also refuse it (see section 35) and not made arbitrarily by the zamindar.

Side by side there are also various corresponding provisions in the Act for reduction of rent at the instance of a ryot. It will be found that they are comprehensive and provide for all proper and legitimate cases where a reduction is justified.

In regard to decrees enhancing rents, if hardships should be causes to the tenant by falling prices he can resort to section 39 (a) and obtain a proportionate remission.

It is urged, therefore, that except in cases where it is actually found to be a hardship a general interference with the rents obtaining so long is not called for.

It will be interesting to note in this connexion that as stated in Sir Thomas Munro's Minute of the Northern Circars, dated 7th January 1823 "under the old Hindu Government they paid half of the produce in kind but after the Muhammadan conquest, the zamindars employed in the management of the country, impose a kist or fixed assessment on the land, to which extra assessment were afterwards added, by which the share of the ryots was reduced, nominally to one-third, but actually to one-fifth of the gross produce in rice fields which formed the chief cultivation of the country; in dry grain cultivation the shares of ryots and the Government were equal."

Mr. Webb, a member of the Circuit Committee regarding the Vizianagram zamindari states that the ryots share of the produce was one-half, whether in the produce raised on wet or dry lands.

It is thus seen that the zamindar's share of the crop at or near the time of the permanent settlement was never less than 50 per cent but was sometimes 60 per cent or more.

If this was the state of things during the days of the Hindu and Muhammadan kings down to the permanent settlement of 1802, it can by no stretch of imagination be said that the rents levied by zamindars now which are so far short of half the net produce are so unfair and inequitable as to need a general or drastic reduction.

If there should be any general interference with the obtaining rates in favour of the tenants there should be consequential adjustments made between the Government and the zamindar. The peishkush fixed consumes the main portion of the zamindar's income from rents and leaves not an enviable margin for him and for providing for the welfare of the tenants. In some cases the dues to Government payable by the zamindar are very high for example in the Punganoor zamindari the dues to Government by way of peishkush, quit-rent, road-cess, etc., amount very nearly to a lakh of rupees per year leaving hardly anything for schemes to better the condition and status of the tenants.

In these days of acute financial depression the Government has been generous enough to grant remissions and reductions of rent to the holders of ryotwari tenure but so far as the zamindars are concerned they are yet to have the attention of the Government directed to them or any relief extended.

Thus in any scheme of a general reduction of rents payable by the tenants relief should also be extended to their counterpart, the zamindars, as otherwise it will merely result in transference of the misery of the one to the other.

(c) It is found that even in ryotwari areas there is no statutory provision for remission of rents and the pattadar cannot sue in a court of law for any remission. Remissions are, however, at the discretion of the Revenue Officers as per the standing orders of the Board of Revenue. With regard to the zamindaris section 39 (a) of the Estates Land Act deals with compulsory revision of rents on the ground of fall in prices. This revision though restricted to cases of enhancement of rent under section 30 or commutation of rent under section 40 or to settlement under Chapter XI is an inroad on the principal of remission which is always, and ought to be a matter of grace on the part of the landholders. To hedge in this concession with statutory provisions will make it unworkable. Any sliding down of rent on account of fall in prices must necessarily justify a proportionate increase of rent when the prices go up. It must not be forgotten, however, that to avoid the unworkable scheme of fixing a rent according to the prices prevailing in each year, the rents have been fixed on a workable basis by taking into consideration the average prices obtaining in periods of years.

A claim for remission on the ground of failure of crops total or partial may possibly result in a crop of litigation, the tenant asserting that there was a total failure and the zamindar denying the same or the extent of it, especially as the records maintained by the zamindars are not and cannot be as full and elaborate as those kept by Government. Any insistence on the zamindar keeping similar accounts can only result in an appreciable increase in his establishment charges.

Statutory provision apart, where on account of failure of irrigation sources crops fail, the zamindar even now generally shows a concession to the tenant. This practice may therefore be left where it is instead of making statutory provision and possibly paving the way for litigation.

(d) It will not be practicable or even advisable to settle the rate or share of rent for a particular area once for all. Fixing a rate depends on various considerations as already stated like nature of the soil, irrigation sources, facility for transport of produce, etc.

To revert to waram or crops sharing system would be troublesome to both and lead to constant disputes. It is only a remedy that under the provisions of the recent amendment of 1934 to the Madras Estates Land Act, commutation of grain rents into cash rents was made compulsory. It is not good to take away the benefit thus sought to be conferred on the ryot by the recent amendment of the Act.

I submit, the rents now prevailing do not call for any drastic interference by the legislature. If in any village the rents are considered to be unduly high there is ample provision in the Estates Land Act itself in Chapter XI for a settlement of rents in the village on a fair and equitable basis which can be availed of by the ryots. The procedure in this connexion has been very much simplified by the amending Act of 1934. It is thus not advisable to settle the rate or share of rent for a particular area once for all.

As for the second part of the question it is not possible to accurately define what is a fair and equitable rent and seek to enunciate principles to determine it. Any attempted enunciation of the principles will only leave it vague and indefinite resulting in recurring disputes on this score.

It will be easier and possibly more satisfactory to start with the assumption countenanced by section 28 of the Act that the prevailing rates are fair and equitable and then enunciate the principles on which and the circumstances in which the variation of the same will be justified. Already ample discretion is vested in the officer of the court concerned under the Act in fixing what is a fair and equitable rent.

(e) Executive action is undesirable. As owing to idiosyncrasies of individual officers hardship may be caused to particular individuals, courts are the satisfactory tribunals to adjudicate upon the disputes. Possibly revenue courts manned by officers of experience but acting judicially will be more advisable.

III. (a) and (b) Under the Act three remedies are open to the landholder—(1) a suit before the Collector, (2) distraint and sale of movable property and (3) sale of ryot's holding (vide section 77).

It is well known that in spite of the provisions for distraining and selling movable property and of section 112, the zamindars have considerable difficulty in collecting the rents. The procedure to be followed for distraining and selling movable property underwent changes under the amending Act of 1934—vide sections 77 (a) to 110. Also sections 111 to 133 with regard to the sale of a ryot's holding.

In effecting the sales delay must be avoided as otherwise even the charges for watching the distrained movable property becomes very appreciable. The Act may safely include a provision for conducting the sale within a fixed period say within a month or such other period as may be fixed from the date of the application for same.

Likewise by the inclusion of a time limit unnecessary delay in effecting the sales of the ryots holdings may be avoided.

In this connexion attention may be drawn to the amending Act whereby the expenses of bringing a ryots holding to sale have been very much increased thereby working a distinct hardship to the tenant. The remedy should be chief and the procedure expeditious in the interests of both.

(c) In regard to sale of holdings the procedure under the amended Act of 1934 has become more costly and cumbersome. District Gazette notifications have become necessary in the three stages of sale-proceedings—vide sections 117 (1), 123 (3) and 124 (3). For all the three notifications the Government have to be paid a large fee. It cannot be imagined that the ryot is such a habitual and careful reader of the gazette as to make a publication in it useful or necessary though they have the result of considerably increasing the costs of sale which ultimately falls on the ryot.

Section 112 of the Act having provided for service of notice on the defaulter through the Collector and also by post by the landholder, section 114 must provide for the sale-proceedings going on if the defaulter is served in either of the two ways contemplated by section 112 instead of restricting itself to cases of service of notice through the Collector only.

Section 116 which is a new section introduced in 1934 providing an elaborate and cumbersome procedure for sales defeats the very object with which the landholders were given powers to bring to sale the defaulters holding with a view to collect their rents quickly and cheaply. This elaborate procedure causing unnecessary delay and expense should be avoided. Possibly a provision making it compulsory on the landholder to resort to the sale of movables first before reaching his holding may be in the interests of both.

IV. (a) and (b) This is a question of merely academic interest. Even as between the Government and its ryotwari pattadar this question whether the right is by contract or by a proprietary right has not been satisfactorily answered—vide 54 Madras, 793, where though 1 Madras, 205, and 28 Madras, 72, are referred to, the question is not decided. The relationship between the pattadar and the Government in regard to water-supply is well-defined therein.

As stated in 1 I.A., 364, the position of zamindars in their zamindaris is similar to that of Government in ryotwari tracts. In lands classified as wet the zamindar has to supply water to the accustomed extent. Subject to this obligation it cannot be gainsaid that the zamindar can regulate and distribute the supply of water from the irrigation sources in his estate.

The ryot may have a right to use the water of any stream which flows by his land for a land not classified wet but must pay the water charges for such use.

V. (a) and (b) A survey of the estates and the preparation and maintenance of a record of rights may be useful. The cost, however, will be very prohibitive. Neither the zamindar nor the ryots can bear it. Therefore the survey of the recording or rights need not be compulsory. But where the zamindar or the ryots desire to have a survey and settlement, provisions of Chapter XI are available. Powers are also reserved to the Local Government to direct a survey under the provisions of section 164. The existing provisions are therefore ample and sufficient.

If the survey is to be made compulsory the Government agency must be made less costly or permission must be given to the zamindars to have the survey made through private agencies as per the procedure approved by the Government. Provisions must also be made for proper apportionment of costs between the zamindar and his tenants. Even though the value of the tenant's share of the net income is very much more than what he pays to the zamindar as rent, the ryot and the zamindar may be made to bear the cost of survey equally. The zamindar will have himself to bear the costs of surveying his private or home-farm lands.

VI. The landholder is only entitled to collect what is defined as rent under section 3 (11) of the Act. Further sections 135 and 136 of the Act, definitely prohibit such collections under a penalty.

VII. (a) Statute does not declare or define the rights. Such rights if any are based only on custom which has to be strictly proved as being well-defined, reasonable and immemorial. The custom varies from place to place and in some places the ryots have these facilities for nominal payments.

Any such use must be controlled by proper provisions made therefor by the zamindar who in the interests of all has to safeguard the natural facilities instead of allowing them to be destroyed or wasted by capricious use.

In the zamindari of Punganur as per the prevailing custom no grazing fees are charged for cattle except in the case of sheep and goat, which have a natural tendency to destroy all growth. Head-loads of green manure, or wood for their own domestic use or for making agricultural implements are not also charged for. If the article is for sale naturally a charge has to be levied.

The question also arises if a ryot keeps cattle for purposes of sale or for a living by sale of milk, etc., if he should not pay a reasonable fee for the grazing of such cattle.

(b) Subject to as above there is no inherent right in a tenant to use them free of cost.

(c) *Public paths*.—As long as they are used as such no conversion of them by the zamindar or the ryot ought to be allowed. When there is no need to use them as such and they have not been used as such the land would be at the disposal of the zamindar. (See also 71 M.L.J., 749.)

*Communal lands*.—These are as denoted in section 3 of sub-section 16 (b) of the Act. Such as threshing floors, cattle-stands, etc., as long as they are used as such no diversion ought to be allowed.

Powers are vested in the Collector by section 20 (a), 1 (b) to declare another specified communal purpose if not required for the original purpose. If the land is not required for any communal purpose at all the Collector under the said provision has power to convert it into ryotwari land or ryoti land according as the reversionary right in it is vested in the Government or the landholder.

It may be pointed out that it will not be quite right to constitute the Collector himself as the deciding authority where the dispute arises between the Government and the zamindar especially as his decision appears to be final under the Act.

It will be better to allow the question of reversionary right to be fought out in the civil courts or at least to make the Collector's decision final subject to the result of any suit filed by one or other of the parties within a stated time.

*Hill and forest porambokes.*—These are the property of the zamindar (see 40 Madras, 886, P.C.). This ownership is, however, subject to such rights as the ryots may have by custom or usage.

In any intended legislation the distinction between the three classes of lands must be clearly brought out.

VIII. (a) After the amending Act, 1934, and the large alterations made in Chapter VIII further legislation in this matter may be unnecessary. Elaborate and stringent provisions have been made in Chapter VIII.

It is submitted, however, that section 139 (1) (a) (ii) may be clarified by fixing a limit for expenses which the landholder may be compelled by the officer to incur. It is suggested that the limit may be fixed as not to exceed a prescribed percentage of the annual income obtained from the irrigated lands in the estate.

Under the explanation to section 138, the ryots may by law or custom be bound to carry out certain minor repairs, etc. But there is no machinery indicated to compel the ryots to discharge their duty in this respect if they fail or refused to. Suitable provision in this respect ought to be made.

Provisions are also made to prevent a clandestine user by unauthorized irrigation of the water from the irrigation sources by persons who are not entitled to water-supply. Provisions should be made giving powers to the landholder to collect penal assessment for such unauthorized use of water.

(b) The Act provides, in section 139, that the Collector or the Revenue Divisional Officer has to collect necessary amounts and carry out repairs through selected agencies if the landholder should fail to repair the irrigation sources. More powers in the Government are not called for or needed.

(c) No further powers in the Government being necessary, no question of *suo moto* exercise arises.

IX. Yearly jamabandi will be really useful and in the interest of both the landholder and the tenants. For this an effective and acting co-operation of the village officer to the zamindar and his officials is essential. As the salaries of the village officers are distributed by the Government and they are liable to be suspended or dismissed only by Government officers, the zamindars have practically no control over them. In a scheme of yearly jamabandi provision must be made for bringing the village officers at least partially under the control of landholders.

X. There is no contractual relationship between the landholder and the under-tenant. The only right the landholder has is to distrain the crop on the land raised by the under-tenant for realizing arrears of rent. The policy of the Act being to recognize the actual cultivator it may be reasonable to make provision for clothing the actual cultivator in occupation for a particular period with the occupancy rights which was in the original tenant. The original tenant may be left with a right to collect from the under-tenant such rents as may be fixed by contract but with no right to evict the under-tenant from the land. In this scheme the under-tenant on completion of the prescribed period becomes the direct ryot under the landholder.

XI. (a) & (b) The whole question was fully considered and dealt with at the time the amending Act of 1934 was passed. There is no necessity for the creation of any special tribunal or court.

For the trial of actions between landholders and tenants the scheme that obtains now does not need any revision.

XII. (a) The present procedure for preventing unauthorized occupation is very cumbersome and costly. An unauthorized occupant can, under section 163 (a), be evicted through the civil court. He is also liable to pay the rent fixed or such sum as the Collector may fix in addition to damages of a year's rent.

The procedure in such cases may be very much simplified by fixing a procedure similar to the one fixed under section 158 in the case of tenants of private lands, dispensing with however a separate application for determination of damages. The application for issue of warrant itself may include a prayer for fixing the damages.

This procedure would do away with the suit contemplated in section 163 (a) but at the same time enable the landholder to reduce to possession the lands trespassed upon and realize the amounts he may be entitled to by making an application to the Collector. This procedure would also solve effectively the question of "bought-in lands." As ryots combine and prevent bids at the rent sales, it becomes necessary for the landholder to

buy the holding himself but he never gets any effective possession of the lands so bought. The old defaulting ryot continues in possession and enjoys it as before the landholder's remedy being one through the civil court, its cost, and delay are inconvenient factors. Suggested provisions would enable landholders to get an effective possession in such cases.

(b) It may be advisable by a revision of the definition of rent to include these also in the rents to enable the landholders to effect a speedy realization of jodi, poruppu and kattubadi, etc.

**Memorandum by Sreemad Tirumalai Kidambi Dharmapuri Sri Krishna Desikachari-  
varu, Acharyapumamsha, Tirumalai-Tirupati, dated 29th November 1937.**

Memorandum submitted in reply to the questionnaire annexed to your Press Communiqué, dated 5th October 1937, by Sreemad Tirumalai Kidambi Dharmapuri Sree Krishna Desikacharyulu Ayyavarlangaru, inamdar of Ramanujapalli in Chandragiri taluk, shrotriendar of Pedda Anjimedu agraharam in Kalahasti taluk, shrotriendar of Mangalampad agraharam in Sullurupeta taluk of Venkatagiri Estate and trustee of Sree Venkateswara charity inam lands in Addanki of Ongole taluk in Guntur district, as also Acharyapurusha of Tirumalai-Tirupati devasthanams, well interested in the betterment of the tone of Tirumalai-Tirupati taluk administration.

Sir.

Before submitting proper and adequate replies to the questionnaire in detail to your Press Communiqué of 5th October 1937, the Congress ministry, though democratic in its views and principles, yet we believe, do not forget and ignore the observance of certain conventions of certain vested rights accruing by birth and certain long-standing customs and usages prevailing both in the east and west alike. The relationship between the landlord and tenant may seem to be analogous to the relation between the capitalist and the labourer or between the ruler and the ruled.

The replies contemplate restrictions to the relation of landlord and tenant in zamindari and proprietary villages only but not Government pucca villages and inams paying quit-rent directly to Government.

The nature of the titles, considerations of the original grant, the state and form of the village so granted at the time of the grant vary and the introduction of the Madras Estates Land Act proved to be defective in its frame in the specific determination of the absolute ownership of the land when the melvaram and kudivaram rights vest with the proprietor himself. Even the findings of judicial courts are not decisive in the determination of this particular issue.

We believe the Congress ministry will not be hasty to formulate any provision in the contemplated Bill to be introduced into the legislature with a prejudiced notion detrimentally to the interest of the proprietors or zamindars as a whole.

The broader outlook for the India's freedom by national unity does not originate in extirpation of the vested rights inherent to the proprietors and zamindars on the erroneous notion that the tenant population is in huge numbers proportionately to the zamindars and proprietors.

I. (a) The question seems to make a marked distinction between the soil and the rent. If the proprietor or zamindar is not the absolute owner of the soil the proprietor or zamindar is not at all entitled to collect any kind of rent. It is erroneous to think that the proprietor ought to be satisfied with the amount equal to the interest derived if his capital is invested in any stable bank, by way of rent and the status he holds as a proprietor or zamindar by virtue of any grant or sale or by conquest is completely shaken on that view point. So the landlord is the real proprietor of the soil. Any improvement made in the village is to the advantage of both the landlord and the tenant.

(b) The nature of interest evinced by the tenant varies according to the kind of rent prevailing in the different villages as some are varam (equal shares) some cropwar rates both cash and kind and some are fixed rates of cash. The rates are not the same in all the villages. It depends on the nature of the soil, nature of irrigation sources, the nature of the manure available for irrigation purposes, the nature of the materials available for cultivation and the nature of the custom and usage prevailing in each village from time immemorial.

In all cases of varam the landlord is the absolute owner of the soil and in cases of lands having cropwar rates too, the landlord evinces greater interest in urging the tenants to raise productive and valuable crops getting higher rate of rent. It is only in patta lands the tenant has greater interest.

II. (a) The rent is governed by time immemorial custom and usage.

(b) The reply to the question seems to be too remote.

(c) No. The village officers especially the karnam stands between the landlord and the tenant and the karnam's accounts of sagubadi are prepared in the immediate presence of the landlord, tenant and his colleagues and the same is prepared near the standing crop.

(d) Any settlement of any kind of rate or share of rent would only result in serious complications in other directions.

(e) The Provincial Government should have reserve powers to insist on the zamindar or proprietor to collect only the long-standing rate prevailing but not to revise or alter or reduce the existing customary rate of rent.

III. (a) The application of the Madras Estates Land Act in the matter of recovery of rents in zamindari and proprietary villages may seem to be more convenient to the landlord but the manner of disposals in such matters in the Special Deputy Collector courts appointed for this will necessitate the tenant to prefer a civil court to a rent court.

(b) Civil jurisdiction.

(c) Any attempt on the part of either the Government or the legislature to devise simpler and less costly measures would only prove disastrous both to the landlord and tenant.

IV. (a) No. No inherent right to the ryot in the matter of claim to the right of water-supply. If the ryot acquires any right by virtue of his continued cultivation of the land for a certain period then he acquires consequently the right of water-supply whether natural or unnatural. The construction of any grant is not confined only to the right of collection of rent by the landlord.

(b) Same as in (a) absolute right and ownership to water-supply to the landlord.

V. (a) Yes. Better all are surveyed and records of rights maintained at the request of the landlord.

(b) In equal moieties if the tenant takes up initiative requisition to the work of survey.

VI. The landlord is perfectly reasonable in the demand of customary rents, etc.

VII. (a) As a matter of right the tenant cannot demand. He can refuse cultivation and insist on the landlord for providing all facilities if the landlord has a mind to have his lands cultivated.

(b) No. Except with the permission of the landlord the tenant cannot use them.

(c) Both will have equal rights to communal lands and public paths but not to the hill and forest porambokes which the landlord only has absolute right of ownership.

VIII. (a) Civil courts do naturally decide on the merits of the cases placed before them.

(b) No. Civil courts if necessary.

(c) Not necessary.

IX. No jamabandi is necessary.

X. No legal status to be given to the pattadar.

XI. (a) No special tribunal is necessary.

(b) Civil courts only.

XII. (a) Criminal liability of trespass.

(b) No.

**Memorandum by the Secretary, Landholders' Association, Sriperumbudur, dated 29th November 1937.**

I. (a) Both, since the zamindari's interest is a first charge on the land and since the holding can be sold by the zamindar for default. At the time of permanent settlement, the zamindar was made to understand by both the Government and the ryots that he was the proprietor of the soil. The creation of occupancy right in the ryot by Act I of 1908, and the necessity to introduce Act of clearly supports that intention at the time of settlement. Further, a major portion of the lands was waste at the time of settlement. There is no question that the zamindar had absolute right in waste lands at the time of settlement and they continue in that right, subject to such rights they have conferred on ryots. Considering the present democratic tendencies, the ryots both under zamindari and ryotwari tenure must be declared by statute to be the owners of the soil.



(b) Subject to the obligations created by section 4 of the Act, the ryot has full transferable interest in the land.

II. (a) A fair and equitable rent should bear the same if not less proportion to the net produce of the land as other taxes on agricultural incomes. In any case, it should not be more than one-sixth of the net income.

(b) The facilities and trouble involved in cultivation should be the consideration in fixing a fair rent.

(c) A statutory provision is necessary for giving remission provided the corresponding reduction is made in peish kist and other cess. The same principles should govern as is applied to remissions in ryotwari villages.

(d) It is desirable to fix the rent as it will give an impetus to the ryot to improve the agriculture alterable only in great rise or fall of prices of the produce.

(e) No. This will make the position of the parties unsecure according as the Government has capitalist interest or the ryots' interest.

III. (a) Yes. Though the procedure is said to be a summary, yet in practice, it is as dilatory as in ordinary civil courts. The cost of recovery also should be reduced. As often, a ryot who has to pay only a rupee or so is burdened with a cost of nearly Rs. 5.

(b) & (c) The Revenue Inspector should be given the powers, now given to Deputy Collectors, with powers to sell movables and immovables without the least delay unless a ryot shows that the rent claimed is more than what is mentioned in patta or karnam's chitta number. Collection proceedings should be delayed by any objection of a technical or other causes at the time of collection proceedings. The provisions of section should be very strictly enforced.

IV. (a) & (b) The same principles as applied to ryotwari sources of irrigation should apply.

V. (a) Yes.

(b) In the proportion cultivated lands to waste lands.

VIII. The present rules are sufficient.

IX. Yes.

X. The relations of landholder and tenant-ryot.

XI. (a) Special courts are absolutely necessary. Officers with judicial experience should be entrusted with the work.

XII. (a) The present law is unsatisfactory on the subject. The landholder should have power to evict summarily.

It is most desirable to put an end to the zamindari system and make uniform legislature with respect to all lands. The Government should pay adequate compensation to all zamindars and take over all the lands under one uniform tenure. The zamindari system was introduced at a time when the Government had no effective machinery to make collections in places far removed from the capital and also as a sort of safeguard against oppressive and avaricious collection of officers.

A. S. RANGASWAMY.

*Secretary, Mirasidars' Association, Sriperumbudur.*

**Memorandum by R. Kesavalu Nayudu, Zamindar of 28. Orakkadu and 32. Giridarapuram villages, Ponneri taluk, Chingleput district, dated 12th December 1937.**

I. (a) The zamindar is the ekabhoga mirasidar and absolute proprietor of the soil.

(b) The tenant, viz., the cultivator has no interest in the land except that he has to cultivate and pay a portion in kind or cash to the zamindar.

II. (a) The rent is as stipulated at the time of letting.

(b) Fertility of the soil.

(c) The question of remission is according to the circumstances and lies entirely within the option of the ekabhoga mirasidar.

(d) The present system holds good.

(e) No.

III. (a), (b) & (c) No. This question does not arise, here.

IV. (a) Neither in these two villages.

(b) Landholder is the absolute owner.

V. (a) No.

(b) If the estates where the ryots have the rights of occupancy be surveyed, the cost of the survey should be borne by zamindar and the ryots in half and half but in villages where the proprietor is the owner of both the varams as ekabhoga mirasidar he alone should be made to bear the survey charges if necessary.

VI. None in the above two villages.

VII. (a), (b) & (c) The zamindar being the absolute owner these questions do not arise.

VIII. (a), (b) & (c) These questions do not also arise.

IX. No.

X. This does not arise, as the proprietor is ekabhoga mirasidar.

XI. (a) & (b) These questions do not arise.

XII. (a) & (b) These questions do not arise.

R. KESAVALU NAYUDU,  
Zamindar of Orakkadu.

**Memorandum by R. Kesavalu Nayudu, zamindar of 63. Irulipattu and 64-3. Jagannathapuram village, Ponneri taluk, Chingleput district, dated 12th December 1937.**

I. (a) The zamindar is the proprietor of the soil.

(b) The tenant has no interest in the land except that he has to cultivate and pay a portion in kind or cash to the zamindar.

II. (a) The rent that is now prevailing in the zamin is the fair and equitable rent.

(b) When fixing the rent the average yield of the soil, the prices of grains, nature of the soil, the condition that were prevailing were taken into account.

(c) The provision for remission should be vested in the zamindars for they are the persons on the spot who know the real grievances of the tenants and who do the needful.

(d) The present system holds good.

(e) If the Government wants to revise, alter or reduce the rent the Government should consult the zamindars and settle them.

III. (a) & (b) No.

(c) The best way of easy collection is the importation of the provisions of the Revenue Recovery Act as far as possible into the Estates Land Act.

IV. (a) The right to water-supply is only a contract between a landholder and a tenant.

(b) As the landholder sees to the supply of water to the tanks and spends the amount for repairs of the tank, etc., he has a superior right.

V. (a) & (b) The estates should be surveyed and the cost of the survey should be borne by the zamindar and the tenants in half and half.

VI. The landholder has the right to demand other levies also.

VII. (a), (b) & (c) The zamindar reserves the right to allow the cattle to graze and has complete rights over porambokes and the trees in porambokes and forest porambokes, etc. The tenant has no right to them except with the permission of the zamindar.

VIII. (a) & (b) It is the duty of the zamindar to look to irrigation works. He attends to the supply of water to the tanks. He would not get the rent if there is no water in the tanks. Zamindar maintains irrigation works.

(c) Zamindar does not think that any power be vested with the Government for he is in sole charge of irrigation in the villages.

IX. Jamabandi is necessary.

X. They have no legal status.

XI. (a) The Board of Revenue should continue to be the final appellate and revisional authority.

(b) All proceedings between landholders and tenants should be tried in Revenue courts.

XII. (a) In respect of unauthorized occupation of lands by the ryots the remedies that are given in the Estates Land Act are enough.

(b) Does not require any revision.

R. KESAVALU NAYUDU.

**Memorandum by Mr. T. Ramachandra Rao, Zamindar of Elunbedu village, Chingleput district, residing at "Mithola," Mowbray's Road, Mylapore.**

I. (a) The proprietor of the soil is the zamindar. The sanad of 1802 gives to him "a permanent property in the land in all time to come." The tenant (or ryot) is only a person with whom the zamindar enters into an "engagement" for a rent in money or kind. He is the actual cultivator under a pattah.

(b) The tenant has the right to hold the land for cultivation so long as he pays the rent fixed (i.e., 50 per cent of the gross produce under the customary varam tenure).

II. (a) One-third of the total net produce (after meeting cultivation expenses) appears to be a fair and equitable rent. This would leave for the ryots one-third of the net produce after meeting cultivation expenses.

(b) The considerations to be taken into account are (i) details classification of the land according to yield under several heads of irrigation, (ii) the estimate of standing crops before harvest, (iii) actual realization of the tenant as estimated on the platform before removal, (iv) the amount spent for cultivation. After deducting expenses and payment of tax to the landholder, the tenant should have enough left for his living and depreciation of his life stock and tools, not to speak of any saving. All uneconomic land (i.e., those which yield no more than the cost of cultivation) should be relinquished in favour of the Zamindar by sale or transfer.

(c) Statutory provision for remission is not necessary in the case of dry lands and manavari wet lands as they can be put to any use and the rent is usually very low. But in the case of wet lands which depend on irrigation sources, provision for a remission in the case of utter failure only is necessary.

(d) It is not desirable to permanently fix the rent of each land as conditions will vary from time to time. The enunciation of principles and procedure may be laid down, and some authority to alter the rent may be entrusted with such powers as may be necessary.

(e) Yes. Reserve powers may be given to the Provincial Government but these should be exercised only in extraordinary situations.

III. (a) Yes. Under present conditions collection of rents is delayed, though payment of kist to Government has to be made strictly according to terms. Facilities to zamindars should be given to realize the rent as per terms of the pattah issued to tenants, and habitual neglect or infringements of the conditions should be visited with suitable penalties.

(b) Even as it is, the Zamindar has the right to treat the rent payable to him as the first charge on the tenants' property. But practical difficulties prevent the regulations as to collection being put to use. These should be modified.

The disposal of crops without payment of rent should be prevented. Subsequent proceedings for distress are not useful and become extremely difficult.

(c) The land attachment (or sale of holding) should be completed before the 31st August latest. Necessary establishment may be necessary for this purpose. The present procedure makes delay inevitable. This should be avoided. It may be feasible to entrust the Zamindar with the necessary powers to sell property with a provision that such sales should be reported to the Taluk office within a limited time thereafter for verification.

IV. (a) The right to water-supply in the case of wet lands must be inherent for one crop only, but the regulation of the supply should be under the control of the Zamindar. For the second or subsequent crops the supply of water should be on a contract basis.

(b) The right to water of a tenant must be subject to the general interests of all land in the village. The Zamindar, as the guardian of such interests, will agree to supply water only on conditions, especially as regards avoidance of waste by insisting on the proper ridging of fields which need water.

V. (a) Yes. With a special staff till all the villagers are surveyed.

(b) The cost may be borne equally by the melvaram holder and the kudivaram holders (jointly) as is done now. The staff should be instructed first to record the statements of the parties concerned as regards their respective rights, and then proceed to verify the facts with reference to other evidences available.

VI. The landholder should be empowered to collect the customary levies for defined objects. Where the practice of kudimaramat (i.e., free supply or labour for common purposes) is in force, the tenants should, when they are not able to offer their labour, be compelled to contribute at the rate of so many pies per rupee of their rent to meet such expenses. Such payment annually will discharge them of all obligations to participate in common works.

VII. (a) Grazing of cattle may be allowed on grazing grounds and porambokes. No animals may be allowed to graze on ridges when there is standing crop on adjacent land. The lake bund should never be used for grazing purposes.

Green manure and trees on porambokes may be allowed to be taken with the permission of the Zamindar. This provision is necessary to prevent villagers from outside to interfere with the inner economy of the village.

(b) No. The tenant can only take such things as are available in his own land only.

(c) The existing rights as regards the use of porambokes are common to the ryots and Zamindars. By common consent these rights might be varied where it concerns no third parties. In the latter case, Government's approval may be necessary.

VIII. (a) The maintenance of irrigation sources should be subject to the inspection of the Minor Irrigation Department and such proposals as they might make for the safety of the village should be carried out.

(b) The Government may interfere and carry out the works in such cases.

(c) Yes. Government may generally take steps only on the application of third parties except in cases where the public interests are affected (e.g.), the railway line.

IX. Jamabandi is not necessary.

X. The relations between the tenant and the under-tenant should be determined by mutual contract, subject only to the formal approval of the Zamindar.

XI. (a) The High Court may be the highest appellate authority.

(b) The proceedings should generally be held in revenue courts, but an appeal should be permitted against the decisions of the Board of Revenue.

(b) No revision is considered necessary.

XII. (a) The tenant may be asked to pay the rent for the period of occupation and the land so occupied should be relinquished immediately in favour of the Zamindar.

T. RAMACHANDRA RAO.

**Memorandum by Mr. N. Manikkaraja Mudaliyar, Zamindar of Irumbichcheri, 36, Sannadhi street, Tirukkalikundram, dated 9th December 1937.**

I am in receipt of the copy of the queries put by the above committee on 4th December 1937, wherein I am desired to end my suggestion in reply within 1st December 1937; and an acknowledgment was also obtained by the village munsif of Nallathur for having served on me the said copy. Hence the delay in my reply may be observed.

However, I should like to send my humble and sincere opinion in general. Estates Act VIII of 1890 was first amended in the cloak of assisting the tenantry in the estate villages; but in my opinion it was an assistance to the estate owners in a way and not to the tenantry in any way. As soon as the said Act was amended, there sprang lot of litigations between tenants and estate owners. So the vakil population had a good crop from estate cases, and for a time after experience the tenants and estate owners became husbands and wives and the estate cases became few. Then the vakil population began to engineer methods to drag the population which was lucrative to them. Of course, it was that vakil population that had a hand in Government affairs. It is that learned profession that had the privilege of attacking the Government officials to which the Government servants are also bound to satisfy, as they were law authorities. So much so, they had and even now have a strong support in Government. Their suggestions are always both profitable to themselves and that of the Government, as fresh supply of cases come in. So they were successful in getting the Act I of 1908 in an amended form. Immediately persons were set to do propaganda work to announce to the innocent tenants and also to the estate owners. Some of them who became greedy began to seek redress and became a prey to the so called engineers.

Of course both Government and vakils had their bumper crops as expected. The family tenants and estate owners were in quarrels again as after the first part of the years of 1890 to 1908. The quarrelling family began to get experience of the trouble and adjusted themselves in such a way as not to lose their money in litigation in the latter part of the period between the said years. So much so, both the vakils and Government have lost their income and especially in the vakils' quarters the cry is great.

No case! No living! The vakils who had a princely living are now reduced to ordinary life. All metropolis feel this. The towns that had the benefits of courts were places, where shops and hotels increased. They also join in the cry raised by the vakil

customers. So the Government, vakils and traders were the powers raging till now. I most humbly request and sincerely warn the above committee whose mission is to help the helpless.

I make bold to say that the estate and the State subject had and all shall continue to be happy if miscreants do not enter their limits. They should ever be wedded with sincere feeling and affinity and it is their necessity. Ten in hundreds may require redress for which the supremest Parliamentary Organisation must reserve the authority of redressing, to avoid corruption.

By the by, I should also take the advantage of sending my humble suggestion to the board of my questionnaires to eradicate the poverty of the country is to see that the vakils and doctors' fees be legalised—to violate that shall be treated as rioting.

N. MANIKKARAJA MUDALIAR.

#### Memorandum by the Madras Landholders' Association.

##### I. (a)—

This raises an unnecessary and fruitless controversy. The rights of zamindars and ryots have for a fairly long time been well defined and the incidents of the legal relationship between zamindar and ryot are well known. It is very rarely, if at all, that the question arises or has to be decided whether the zamindar or the ryot is the ultimate proprietor of the soil.

2. It is obvious that in the very nature of things a question like this would lead to the assertion of hostile and irreconcilable claims by the zamindars on the one hand and the ryots on the other. It seems to be hardly necessary to decide whether the zamindar or the ryot is the proprietor of the soil in order to regulate the determination or fixation of a fair and equitable rent or to provide for the proper maintenance and improvement of works of irrigation or for the protection of the rights, if any, of the ryots in respect of the several matters referred to in question No. VII.

3. If, however, it is considered necessary that the committee should decide this abstract question of proprietorship of the soil, it is submitted that the Madras Estates Land Act itself recognizes and assumes that the zamindar is the proprietor of the soil. This assumption or recognition is in no way destructive of the rights of the ryots which are fairly well defined in the Madras Estates Land Act.

4. The following provisions of the Madras Estates Land Act give a clear indication that the zamindar is the ultimate proprietor of the soil out of which proprietorship certain subordinate interests, the incidents of which are statutorily defined, are carved out in favour of the several classes of tenants referred to in the Act, the most important of which are the ryots with permanent rights of occupancy. Private or home farm land as defined in the Act is at the absolute disposal of the zamindar and the relations between a landlord and tenant of his private land are not regulated by the provisions of the Act—vide section 19. If it is permissible to refer to an English parallel it may be stated that the relations between the landholder and a tenant of his private land are fully governed by contract just like the relations between the landlord and tenant in England. It is no doubt open to a landholder to convert private land into ryoti land to confer occupancy rights upon tenants whom he may induct into possession of such lands after such conversion. But this is a matter for the free and voluntary choice of the landholder and there is no procedure whereby he could be compelled to convert private land into ryoti land. As regards waste land or land reserved by a landholder for raising a garden or tope or forest, no occupancy rights are acquired by a tenant where the contract is in the one case for the pasturage of cattle and in the other for temporary cultivation of agricultural crops. The proprietary rights of the zamindar are preserved in respect of this class of lands under section 6, sub-section (2). Even in regard to ryoti lands the acquisition of occupancy rights follows upon the admission by a landholder of a ryot to possession of ryoti lands. In its origin therefore the relationship is contractual—vide section 6 (1). Entry into ryoti land without the permission of the landholder creates no rights in favour of the trespasser while an implication of a tenancy is made where the landholder receives or recovers any payment under section 163 from any person unauthorizedly occupying ryoti land, unless within two years from the date of such receipt or recovery of payment, he should file a suit in the civil court for ejection against such person. Under the definition of ryot as amended by Madras Act VIII of 1934 a person who has occupied ryoti land for a continuous period of twelve years, shall be deemed to be a ryot for all the purposes of this Act. This has rendered possible the acquisition of occupancy rights by prescription subject of course to the obligations attaching to such a ryot. Mining rights are expressly reserved to the landholder by section 7. Under section 10, sub-section (2) of the Estates Land Act if a ryot dies intestate without leaving any heirs except the

Crown, his right of occupancy shall be extinguished. This section therefore recognizes the principle of escheat in favour of the zamindar. In section 11 there is a clear indication that the ryot has only a right of user in the land for agricultural purposes for while it is stated that he may use the land in his holding in any manner, it is at the same time provided that he should not materially impair the value of the land or render it unfit for agricultural purposes. If the value of the land is so impaired section 151 empowers the landholder to eject the ryot from his holding. It is true that the power of ejection of a landholder is confined to the case just referred to, but the legal implication underlying his right of ejection is unmistakable. Section 149 provides for the relinquishment of a holding by a ryot. The idea of relinquishment itself connotes that the person who relinquished has a subordinate interest and the person in whose favour the relinquishment is made holds a superior interest in the soil.

5. It is therefore submitted that the Statutory Law of British India and particularly the Estates Land Act concedes the proprietorship of the soil to the landholder while carefully defining and safeguarding the rights of kudivaramdars.

6. In view of the provisions of the Madras Estates Land Act above referred to it is unnecessary to inquire into the relative legal position of zamindar and ryot under the several regulations passed in 1802, Regulation 4 of 1822 and Act VIII of 1865 or the several decisions of the Privy Council and the Madras High Court. The following brief extracts would however clearly establish that under the Statute Law of the Madras Presidency as also according to the decisions of the highest judicial tribunals, the proprietary right in the soil is in the landholder and not in the tenant.

7. In the instruction, dated 15th October 1799, which were issued to Collectors before the permanent settlement of the several estates was effected in 1802, the following passages occur :—

*Paragraph 1.*—“ In the mean time we desire that you will prepare materials for forming a permanent settlement with the zamindars, who it is our intention to constitute proprietors of their respective estates or zamindari, on the best information which your records and the recent inquiries of your Collectors may afford.”

*Paragraph 5.*—“ It has been resolved to adopt the form introduced some years since into the Bengal Provinces, by constituting the several zamindars and other landholders having individual claims to such distinction actual proprietors of the soil or lands composing their estates.”

8. Regulation 25 of 1802 starts with the following preamble :—

“ Wherefore the British Government impressed with the deep sense of the injuries arising to the State and to its subjects from the operation of such principles, has resolved to remove from its administration so fruitful a source of uncertainty and disquietude, to grant to zamindars and other landholders, their heirs and successors, a permanent property in their lands in all time to come and to fix for ever a moderate assessment of public revenue of such lands, the amount of which shall never be liable to be increased under any circumstances.”

The enacting portion of the regulation is in its second paragraph which provides that—

“ In conformity to the principles an assessment shall be fixed on all lands liable to pay revenue to the Government; and in consequence of such assessment the proprietary right of the soil shall become vested in the zamindars or other proprietors of the land and in their heirs and lawful successors for ever.”

9. Though it is unnecessary to go into the rights of the State and of the tenantry before the establishment of British rule in India, it is interesting to find in the preamble to Regulation 31 of 1802 the following statements regarding the proprietorship in the soil which the British Government was claiming for itself as the successor of the Indian Rulers. The preamble runs thus :—

“ Whereas the ruling power of the Provinces now subject to the Government of Fort St. George, has, in conformity to the ancient usages of the country reserved to itself and has exercised the actual proprietary right of land of every description.”

10. At the time of the permanent settlement therefore the British Government distinctly proceeded on the footing that the ownership of the soil was in the State and they proceeded to transfer the ownership to the zamindars and other landholders with whom they effected the permanent settlement subject only to the payment by such zamindars and landholders to the Government of a peshkash permanently fixed. As Baden Powell points out in his *Land Systems of British India*, Volume III, page 131,

it is significant that the title-deed held by every zamindar is called ' Sannad-I-Milkiath-Isthimrar ' which is a Persian term meaning a " title-deed " or grant of perpetual ownership.

11. The Madras Permanent Settlement Interpretation Regulation 4 of 1822 no doubt provided by its second clause that the Permanent Settlement Regulation 25 of 1802 was not meant to limit, infringe or destroy the actual rights of any description of landholders or tenants. But this was purely negative and was passed by way of abundant caution. There was no declaration of any substantive rights of the tenants or any conferment of such rights on them. If the tenants had any rights prior to the passing of the Permanent Settlement Regulation, those rights were not taken away. This was all that Regulation 4 of 1822 provided.

12. In what is familiarly known as *Chokkalingam Pillai's* case, 6, Madras High Court Reports, page 164, the High Court held in 1871 that a tenant holding from a zamindar under a patta was no more than a tenant from year to year. This continued to be the prevailing view till the decisions reported in 16 Mad., 271, 20 Mad., 299, and 23 Mad., 318, were given. It must be stated in the first place that even these decisions only lay down that a ryot cannot be ejected from his holding so long as he paid or is willing to pay the established rent. They do not state that the ryot was the proprietor of the soil nor did they deny that the zamindar is such proprietor.

13. In view of the decisions of the Privy Council to be referred to hereafter it must be taken that these decisions cannot be regarded as good law. The principle enunciated in those decisions and particularly in the last of them known as the *Cheekati* case has found legislative recognition in the Madras Estates Land Act, and in cases governed by that Act, therefore there is and can be no question of going back to the state of things which obtained under the ruling in *Chokkalingam Pillai's* case. That, apart from the intervention of the Madras Estates Land Act, it would be impossible to sustain the correctness of the decisions in 16 Mad., 271, 20 Mad., 299, and 23 Mad., 318, has been pointed out in the following passage from the judgment of Mr. Justice Ramesam, reported in I.L.R., 44, Mad., 602. " When we consider the history of the case law leading to the legislation (Madras Estates Land Act) the same conclusion follows. From the time of *Chokkalingam Pillai's* case onwards the general impression was neither in zamindaries nor in inams the tenants had any occupancy rights. The contrary view began to gain ground so far as zamindaries are concerned in *Appa Rao v. Subbanna*, 13 Mad., 60, and *Venkata Mahalakshmanma v. Ramozogi*, 16 Mad., 271, which however laid down no principle. A presumption in the nature of a rule of law was first laid down in *Venkatanarasimha Naidu v. Dandomodi Kotayya*, 20 Mad., 299, and was extended in *Cheekati zamindar v. Ranasurudara*, 23 Mad., 318. It is unnecessary now to consider how far this rule was right. The rule served its purpose from *Venkatanarasimha Naidu v. Dandomodi Kotayya* up to the legislation in the Madras Estates Land Act and what was given by the rule of law is now given by legislation to tenants in Estates. My opinion is, if the Madras Estates Land Act is not passed those decisions in 20 Mad., 299, and 23 Mad., 318, would have been shaken by the recent Privy Council decisions." In 48 Madras Law Journal, 701, at page 706, Mr. Justice Ramesam and Mr. Justice Venkatasubba Rao reiterate this position and state that " in 1870 Sir C. H. Scotland, C.J., held that when a tenancy in the Presidency of Madras commenced under a terminable contract there was nothing to prevent the landholder from ejecting a tenant at the end of the term from the lands which had been let to him, thus approving of *Chokkalingam Pillai's* case which is thus still good law except where abrogated by the Legislature (Act I of 1908) as to lands in Estates."

14. The earliest of the Privy Council decisions referred to by Mr. Justice Ramesam in the above passage is the one in 41 Mad., 1012, in which the following significant passage occurs:—

" It has been contended on behalf of the respondents that in the times when the Reddi Kings ruled in this district, the ownership of the soil of this land in India was not in the sovereign or ruler and the right of the ruler was confined to the right to receive as revenue a share in the produce of the soil from the cultivator. Upon that assumption it was contended that the inam grant of 1373 could have been only a grant of King's share in the produce of the soil, i.e., that the grant was a grant of land revenue alone and did not include the kudivaram. That is an assumption which no court is entitled to make and in support of which there is, so far as Their Lordships are aware no reliable evidence. The fact that Rulers in India generally collected their land revenues by taking a share of the produce of the land, is not by itself evidence that the soil of lands in India was not owned by them and could not be granted by them, indeed, that fact would support the contrary assumption, that the soil was vested in the Rulers who drew their land revenue from the soil, generally in the shape of a share in the produce of the soil which was



not a fixed and invariable share, but depended on the will of the rulers. The assumption contended for on behalf of the respondents was not recognized in Regulation 31 of 1802."

In 44 *Madras*, 588 (*Full Bench*), at page 597, Wallis, C.J., refers to the above Privy Council decision and to the question propounded by them as follows: "Was it a grant of the revenue only of the villages, or was it a grant of the proprietary right in the village that is the soil of the village," which appears to suggest that it was one or the other. They proceeded to reject the historical theory that in ancient time the ownership of the soil of land in India was not in the sovereign or ruler, and that the right of the ruler was confined to a right to receive as revenue a share in the produce of the soil from the cultivator; and they went on to reject the presumption founded on that theory that in the case of an inamdar it should be presumed, in the absence of the inam grant under which the inam was held, that the grant was of the Royal share of the revenue only. In 57 *Mad.*, 443, there was a grant of an agra-haram to a non-resident Brahman in the year 1810 by a zamindar of a village within his permanently settled zamindari. There were cultivating tenants in the village at the time of the grant. The agra-haramdars were only receiving rents and were not personally cultivating. The question at issue was whether the grant to the agra-haramdars was a grant of the kudivaram also. It was contended that the grantor being a zamindar he could not have had any kudivaram right himself and could not therefore have granted the kudivaram right to the agra-haramdars. In rejecting this contention Their Lordships of the Judicial Committee observe as follows at page 450: "But the appellants contended that the fact of their having been cultivating tenants in the village prior to the grant of 1810 raised a presumption of fact that the zamindar had not kudivaram right and that accordingly the grant did not include that right." But in Their Lordships' opinion the existence of such a presumption was expressly negatived and certain decisions of the High Court at Madras and the High Court at Bombay which had given effect to such a presumption were overruled by the decision of this Board in *Suryanarayana v. Pothanna*, 41 *Mad.*, 1012. In 44 *Cal.*, 841, in a case relating to the Permanent Settlement of Bengal which was closely similar to and which formed the model for the later Permanent Settlement in Madras, Their Lordships of the Judicial Committee observed as follows: "Passing to the Settlement of 1793 it appears to Their Lordships to be beyond controversy that whatever doubts be entertained as to whether before the English occupation, the zamindars had any proprietary interest in the lands comprised within their respective districts, the settlement itself recognizes and proceeds on the footing they are the actual proprietors of the land for which they undertake to pay the Government revenue. The settlement is expressly made with the zamindars, independent talukdars and other actual proprietors of the soil." This passage was quoted with approval by the Privy Council again in 1931, *A.I.R. (P.C.)*, page 89, where they state that "the burden of proving their title lay upon the respondents who were claiming adversely to the zamindars and that the presumption arising from the permanent settlement had been considered by the Board in several cases, making particular reference to the passage quoted above which they characterize as a well-known passage."

I. (b) While the proprietorship of the soil is distinctly in the zamindar, that is in no way destructive of the rights of the tenants which are sufficiently clearly defined in the Madras Estates Land Act. In the administration of the Madras Estates Land Act, no difficulty has arisen or been felt in finding out the rights and obligations of the tenant in any given situation. The nature and incidents therefore of the interests of the landlord and the tenant under the Madras Estates Land Act are sufficiently defined and do not call for any further enunciation. The Privy Council in 47 *Mad.*, 337, referred to kudivaram as a well-known expression which they paraphrased as a "species of tenant right or right of permanent occupancy." Earlier in their judgment the Privy Council state "that a right of occupancy in land in India is a right, subject to certain conditions, of a tenant to hold the land permanently which he occupies. It is heritable right and in some cases possibly, may be transferable by the tenant to a stranger." This is the nearest authoritative definition or description which can be had of the rights of occupancy ryots in an Estate. It is unnecessary to refer any more elaborately to the several sections of the Estates Land Act which define the various incidents of the relationship of landholder and ryot created by it.

II. (a) It is apparent that as the very expression implies it is not possible to define what a fair and equitable rent is. What rent is fair and equitable must necessarily be left to the facts of each individual case and to the discretion of individual officers who are called upon to determine it when the parties are not agreed about it.

(b) As regards the considerations which should be taken into account in fixing a fair and equitable rent the first and foremost principle is to void interference with the existing state of things as far as possible. Section 28 of the Madras Estates Land Act



recognizes this principle and provides that in all proceedings under the Act the rate of rent for the time being lawfully payable by the ryot shall be presumed to be fair and equitable, until the contrary is proved. It is unnecessary to refer to similar provisions in almost identical terms in the Tenancy Acts of other provinces all of which proceed upon a universal and highly salutary principle.

Under the Rent Recovery Act (Act VIII of 1865), section 11, permitted the rents to be fixed by express or implied contract between a landholder and a ryot. A contract necessarily implies consideration. Even in cases arising under section 11 of the Rent Recovery Act therefore Courts of Law were not blindly enforcing the contracts existing between landholders and ryots in respect of rent, but were enforcing only such contracts as were supported by consideration. In cases where it was proved that the rate of rent obtaining prior to the contract sought to be enforced was less than the rate mentioned in the contract, courts were going into the question whether there was any consideration moving from the landholder which could legally support the contract on the part of the ryot to pay a higher rate of rent and in innumerable cases where no further or additional consideration for the payment of rent at an enhanced rate was made out on the part of the landholder, courts were refusing to give effect to the new or additional obligation undertaken by the ryot. Under the Estates Land Act, section 24 distinctly provides that the rent of a ryot shall not be enhanced except as provided by the Act. The circumstances in which rent can be enhanced are exhaustively enumerated in section 30. Rent cannot be enhanced except on one or other of the grounds set forth in that section and even in cases coming under section 30 it has been definitely ruled that a landholder must get his claim for enhancement approved or adjudicated upon by the Collector and that contracts between a landholder and a ryot providing for enhancement of rent on one or other of the grounds mentioned above would not be enforceable in the absence of a decree or order of the Collector as contemplated by sections 30 to 36—vide 1934 Mad., 454. It may therefore be taken that except where suits were filed by landholders under section 30 of the unamended Act and rents were enhanced by decrees of the Collector, the rents now obtaining in the several zamindaris are the rents which prevailed in 1908. Or, in other words, these rents have been in force for a period of thirty years at least and in some cases they are rents which have probably prevailed for such longer periods. In the absence of exceptional reasons calling for interference with the state of things which has existed for a period of thirty years it is neither fair nor equitable that the rents should be arbitrarily reviewed or reduced. As regards the grounds of enhancement set forth in section 30 it cannot be denied that fairness or equity requires that the landholder should be entitled to enhance his rents when prices have risen, or when the productive powers of the land have been increased by an improvement effected by or at the expense of the landholder, or where the landholder has contributed to the cost of the upkeep of a work of irrigation or other improvement which has been carried out by the Government and which is beneficial to the holding of the ryot, or where the productive powers of the land have been increased by fluvial action, the benefits of which the landholder is legitimately entitled to share along with the ryot. It would be noticed that the enhancement permissible in the several cases outlined above is a matter for the fixation by, and determination of, the Collector and that the landholder is not entitled to claim any enhancement arbitrarily at his own discretion. It should also be remembered that section 35 clothes the Collector with an overriding power of refusing enhancement notwithstanding anything contained in sections 31 to 34, if he considers the enhancement unfair or inequitable in the circumstances of the case. It is not known whether any officer invoked the power under section 35 to disallow the enhancement of rent claimed by any zamindar, but, it is clear that no new or further provisions are needed in order to protect a ryot against enhancement of rent on the ground of a rise in prices where such an enhancement would, notwithstanding such a rise, work hardship or would be unfair or inequitable. It may however be pointed out that if it is considered that past experience has shown that the institution of a comparison between prices prevailing in the two decennial periods contemplated by section 31 is likely to work hardship on the ryots, it is open to the legislature to provide for the future that shorter periods shall be taken into consideration or that enhancement should be refused if the prices prevailing in the year in which the application is made or in the year immediately preceding it, are not higher than the average prices prevailing in the earlier of the decennial periods contemplated by section 31, or such shorter period as may be substituted for it.

A decree enhancing the rent under the Estates Land Act prior to the Amendment of 1934 or under an order passed under the Amended Act enhancing or reducing rent, would continue to be in force for a period of twenty years and no further suit or application would be maintainable for the enhancement or reduction of rent during that period. If this provision works a hardship upon the ryot and prevents him from

claiming a reduction notwithstanding an appreciable fall in prices subsequent to the decree or order in question there is adequate protection for the ryot who by an application under section 39-A can get a remission proportionate to such fall in prices.

It is therefore submitted that a general interference with the rents obtaining in estates is not called for and that the only amendments to the Act which may be made, if at all, are (1) substitution of shorter periods for the decennial periods contemplated by section 31, (2) the insertion of a provision against enhancement of rent when the prices prevailing at or about the time of the application are not higher than the average prices prevailing in the earlier of the decennial periods mentioned in section 31, or such shorter periods as may be substituted for it.

While referring to the provisions in the Estates Land Act for enhancement of rent, it should not be forgotten that there are corresponding provisions for reduction of rent for stated causes and when the existing rents are unfair and inequitable it is open to a ryot to get them suitably reduced. The grounds which are available to a ryot for obtaining reduction of rent are fairly comprehensive and provide for almost all legitimate reasons on which such a claim can be based. The most cursory comparison of the provisions in the Estates Land Act in regard to the enhancement of rent on the one hand and the reduction of rent on the other would establish that those provisions are fair both to the landholder and the ryot without giving any undue advantage either to the landholder over the ryot or to the ryot over the landholder and further that they restrict the scope of interference with the existing rents as far as possible by providing that either enhancement or reduction of rent can be claimed only on the grounds specified in the Act and within the limits laid down in it. Apart from the consideration stated above, namely, that the legislature should avoid as far as possible interfering with the rents which have been in operation for over a period of thirty years, regard should also be had to the fact that ryots in estates are in a position to lease out their holdings to under-tenants earning considerable profits to themselves after paying to the landholder the rent which is legally due on it and that the interests of occupancy ryots have a market value and are being freely sold and mortgaged. From the economic point of view, therefore, the provisions of the Estates Land Act have imparted a value to the interest of a ryot which cannot be overlooked when considering whether any interference is at all called for.

Before deciding upon any interference with the existing rents, one very important consideration, which the legislature should not overlook, is that prior to the introduction of the visabadi or cash-rent system, the landholders were collecting for and towards their melvaram not less than 50 per cent of the gross produce of the holding, whether wet or dry, in the great majority of the zamindaris in this Presidency and not less than half the net produce in a few estates. According to the Vizagapatam District Manual (page 203) "The value of the crop was estimated just before harvest and the Government share was received in specie, one-third of the paddy crop being allowed to the fixed inhabitants, two-fifths to strangers and one-half to Thelingas (Telagas) and those who cultivated dry grains."

In Sir Thomas Munro's Minute of the Northern Circars, dated 7th January 1823, the following very instructive passage occurs: "Under the old Hindu Government they paid half of the produce in kind, but after the Muhammadan conquest, the zamindars employed in the management of the country imposed a shist or fixed assessment on the land, to which extra assessments were afterwards added, by which the share of the ryots was reduced, nominally to one-third, but actually to one-fifth of the gross produce in rice fields, which formed the chief cultivation of the country; in dry grain cultivation the shares of the ryots and Government were equal. These were the shares which were prevailing in the Chicacole Circar. In the more Southern Circars of Rajahmundry and Ellore, the ryots' share there was higher. It was in rice land 40, 50 and 60 per cent but he did not actually receive more than one-fourth or one-fifth; in dry grain it was one-half."

Mr. Webb who was member of the Circuit Committee which reported regarding the Vizianagram zamindari refers to the ryots' or inhabitants' share of the produce as one-half, whether in the produce raised on wet lands or in dry grains. It is easy to multiply quotations in regard to the zamindaris in the Vizagapatam, Godavari and Kistna districts, from the reports of the Circuit Committee or from other official documents and records from which it would appear that the zamindar's share of the crop at or about the time of the permanent settlement was never less than half, and was in several cases sixty or even a larger percentage. The same state of things seems to have existed in the southern zamindaris also, except in the case of a few where the zamindar's share by local usage or custom was restricted to a half of the net produce.

When this was the state of things obtaining in the days of the Hindu and Muham-madan rulers and right up to the permanent settlement of 1802, it is idle to suggest that the cash-rents, which are now being collected by the zamindars, and which would fall far short of half the net produce, should be revised or reduced.

(c) Section 39-A of the Estates Land Act provides for compulsory revision of rents where the prices in a particular year are lower by not less than 18½ per cent than the average prices on which fixation of the existing rent was based. The scope of the section is no doubt confined to cases where the rent of any land was enhanced under section 30 or commuted under section 40 or where there was a settlement under Chapter II. This section which recognizes the principle of compulsory remission enforceable in a court of law is itself an extraordinary provision, remission being in the very nature of things a matter of grace or concession on the part of the landholder. Even in the case of ryotwari areas, the ryotwari pattadar cannot claim any remission in a court of law on the ground of a failure of crops or otherwise. Seasonal remissions granted to ryotwari pattadars on the ground of total failure of crops are in the discretion of the Revenue officers though no doubt that discretion is exercised according to principles and regulations laid down in the Standing Orders of the Board of Revenue. A provision giving a ryotwari pattadar a right of action in a court of law against Government on the ground of failure of crops or on the ground of a fall in prices is hardly conceivable. Even to the extent to which section 39-A has gone, it is widely felt that it imposes a hardship upon the landholder because at the time of the fixation of the rent either in an enhancement suit or in a suit for commutation the average prices prevailing in a period of ten years were taken into consideration. And if remission is to be granted in any particular year on the ground that the prices prevailing in that year are lower than the level of prices adopted as the basis either in enhancement suits or in commutation suits, there is strictly speaking no reason why there should not be a corresponding provision entitling a landholder to claim a larger rent in any particular year when the prices in that year exceed the prices adopted as the basis in the commutation or enhancements suits by 18½ per cent or more. The landholders have no intention of asking the legislature to insert any provision in the Estates Land Act entitling them to claim an enhancement of rent on the basis suggested above. But they would desire to point out the extent to which a concession has been made in favour of the ryots by the insertion of section 39-A by the amending Act VI of 1936. It should be borne in mind that even in cases where rents were fixed otherwise than in a suit for enhancement or in a suit for commutation, the vicissitudes of the seasons have invariably been taken into consideration, so that there is no legitimate ground for remission by reason of a fall in prices of agricultural produce in any particular year. Price fluctuations are inevitable and they constituted one of the several elements which were taken into consideration in the fixation of rents as between landholders and ryots. As regards failure of crops it is neither feasible nor advisable to have anything like a statutory provision as it is likely to lead to controversial litigation which is beneficial neither to the ryot nor to the landholder, the ryot claiming remission of rent on the ground of failure of crops total or partial, and the zamindar denying such failure or the extent of it and asserting that such failure is the result of the ryot's own negligence and was not caused by causes beyond his control. There are, besides, serious difficulties in the matter of working any system of remission in zamindari areas. The accounts maintained by the karnams and the reports, if any, drawn up by them after field inspection are mostly inaccurate and cannot be relied upon. The landholders have no sort of control over the karnams and in most cases cannot even insist upon the services of the karnam being available for field inspection or for crop assessment. The zamindars would have to considerably enlarge their establishments for carrying out field inspection, assuming that an inspection by the zamindar's officials would be acceptable to the ryots. If the Revenue Department of the Government is to be entrusted with the duty of deciding upon claims for remission in zamindari areas, there must be considerable addition to the revenue staff in districts where there is a large extent of zamindari land. Revenue officials entrusted with such inspection duties are not likely to act with that sense of restraint and responsibility with which they could be compelled to act in deciding upon similar claims for remission in ryotwari areas. And any system of remission would almost be unworkable in the unsurveyed estates where rents were fixed with reference to particular holdings on a rough and approximate estimate of the area and is not based or calculated upon any particular rate per acre.

It is therefore submitted that the provisions contained in section 38 in regard to the permanent reduction of rent in section 39-A in regard to the remission of rent in particular years are adequate and have gone far enough and there is every objection to a statutory provision being made for remission of rent on the ground of a failure of crops.

(d) This has been sufficiently answered. It is neither practicable nor advisable to settle the rate of rent for a particular area once for all. In the same areas there will be lands with varying fertility and it is not possible to have the same rate of rent for all lands in the same taluk irrespective of their fertility, irrigation facilities and innumerable other factors which have to be taken into consideration before a fair and equitable rent leviable in respect of any land can be decided upon. As regards the fixation of a share of rent for a particular area if it is contemplated that the original *varam* or crop-sharing system should be reverted to, such a system would be in consonance with established custom and usage and would undoubtedly be advantageous to zamindars. But it is extremely doubtful whether it would be agreeable to ryots whose rents fall far short of the customary share which they would have to deliver as *rajabhagam* or *melvaram*. Further it cannot be doubted that under the *varam* system there would be constant friction between the landholder and the ryot in the matter of estimating or dividing the crop. Nor can it be denied that the policy of the law has, in recent years, been to encourage commutation and even to make it compulsory so that even in those cases where rents are being paid in kind commutation of grain rents into cash rents has now been made compulsory under the recent amendment of the Madras Estates Land Act in 1934. The landholders have no desire that the above concessions made in favour of ryots should be recalled or that there should be a reversion to the old *asara* or *varam* system. The above discussion should make it clear that the ryots are now much better off than they possibly could be under the *asara* system which was prevailing at one time throughout this Presidency. Apart from laying down that the rent should bear a particular proportion to the gross produce or to the net produce of the holding in question, it is not possible to settle the rate or share of rent for a particular area once and for all. Even if the rate or share of rent for a particular area is to be settled with reference to gross produce or net produce that share can be converted into terms of money only by a regular settlement which it is hardly necessary to point out, would be very costly and there is no justification for embarking upon a settlement at heavy expense without its being previously ascertained whether after all the rents now prevailing bear to the gross or net produce of the lands to which they relate such an unduly high proportion as to call for the interference of the legislature or of the Government. If in any village the rents are unduly high there is adequate provision in the Survey and Settlement Chapter II of the Estates Land Act for a settlement of rents in that village on a fair and equitable basis. That remedy is always open to the ryots. And the amendment of the Estates Land Act in 1934 has considerably simplified the procedure and has made it more easily available to the ryots than previously. The answer to the first part of question II (d) is therefore in the negative.

As regards the second part of question II (d), it is neither possible nor easy to enunciate principles for the determination of a fair and equitable rent. Even if one were to attempt such an enunciation, the principles must necessarily be of a very vague character and cannot be particularly helpful. As already submitted a most salutary principle is the one that is enunciated in section 28 of the Estates Land Act, namely, that of starting with the existing rates of rent which have been in force for a considerable time. And if any modification of these rents has to be provided for, the principles on which and the circumstances in which such modification has to be made have to be strictly defined. A general examination of the rents now obtaining is hardly called for. Considerable discretion in determining what is a fair and equitable rent is left under the Estates Land Act to the officer or court concerned, and it is unnecessary to enlarge it.

(e) It is not desirable that the Provincial Government should revise, alter or reduce the rents by executive action. It would be most unsatisfactory to permit the executive to interfere with the rights of parties which must as far as possible be determined either by the established civil courts of the country or where by reason of the nature and character of the questions arising for determination it is considered desirable that they should be adjudicated upon by officers having revenue experience, by such officers acting in their capacity of revenue courts. If the Government is to be permitted to interfere with rents by executive action, there is no doubt that it would become an element of oppression and tyranny and may lead to the victimization of particular individuals, and classes.

111. (a) & (b) Under the present law a landholder can collect the rent due to him in one of three ways: (1) by a suit before the Collector, (2) by distraint and sale of movable property, (3) by sale of a ryot's holding (vide section 17, Madras Estates Land Act). It is a matter of common knowledge that notwithstanding the power to distrain and sell movable property and notwithstanding the summary procedure laid down in section 112 and the succeeding sections for the purpose of bringing a ryot's holding to sale, zamindars are finding considerable difficulty in realizing their rents. At the time of the passing of the Madras Estates Land Amendment Act (Act VIII of 1934)

there was a discussion as to the safeguards which had to be provided for the purpose of avoiding hardship and loss to ryots and the provisions of Chapter VI underwent several material alterations. The procedure to be followed when movable property is sought to be distrained and sold is elaborately laid down in sections 77-A to 110. Sections 111 to 133 regulate the sale of a ryot's holding. Here again there were several amendments moved on behalf of the ryots and accepted by the legislature at the time of passing of the Madras Act VIII of 1934. In order to make the procedure by way of distraint and sale of movable property effective, it is necessary in the first place to avoid the delay which very frequently occurs in conducting the sales. It is notorious that the appointment of a sale officer for conducting the sales of movable properties distrained by a landholder and the holding of the same by such officer, when appointed, takes several months, if not years, with the result that the charges for watching the distrained movable property very often comes to much more than the value of the property itself. It is therefore highly necessary that there should be provisions in the Estates Land Act, firstly laying upon the village headman the duty of taking care of and preserving of the distrained property and secondly providing that the sale of the distrained property shall ordinarily take place within a month or such other period as the legislature may fix, from the date of the sale application. Provisions like those above indicated would bring down watching charges considerably and hasten the sales and thus help in the realization of rents more speedily and with less cost than now.

As in the case of sale of movable properties, so also in the case of sale of ryots' holdings. Landholders have a general grievance that the holding of such sales is very often unduly delayed. This again calls for the imposition of a time-limit within which ordinarily the actual sale of the holding should take place computing from and after the date of the sale application.

A further suggestion which the landholders would desire to make is that the proceeds by way of distraint and sale of movable properties and by way of sale of ryot's holdings should be available for a period of two years instead of for a period of one year as now. There is no reason why the benefit of a cheap and expeditious procedure should not be extended to the landholder in the matter of realization of rents which are legitimately due to him.

(c) In the matter of sale of holdings there is no doubt that the procedure indicated in the Estates Land Act of 1908 was simpler and less costly than the procedure which is now in force by reason of the amendment made in 1934. The provisions introduced by the Amendment Act are cumbersome and unnecessary and have made the sale proceedings very costly. Notifications in the District Gazette are enjoined at three stages of the sale proceedings under sections 117 (1), 123 (3) and 124 (3). The Government collect at the rate of Rs. 11-11-6 per holding, for all the three notifications. Representations for the reduction of the cost of publication have proved futile. It cannot be pretended that the ryot ever reads or looks into the District Gazette and it is impossible to comprehend for whose benefit such notification is insisted on. These notifications considerably swell the costs of sale and add to the burden which ultimately falls on the ryot.

While section 112 provides for service of notice on the defaulter through the Collector as also for the service of a notice by post, the sale proceedings can, under sections 113 and 114 commence only after service of notice on the defaulter through the Collector. In view of the insistence by the Amending Act of 1934 on the service by post of a notice on the defaulter it should be provided in section 114 that the sale proceedings may go on if the defaulter is served in either of the ways contemplated by section 112.

The new section 116 provides for an elaborate procedure for the settlement of sale proclamation. This causes unnecessary delay and is of little or no value or benefit to anybody. The object of the Estates Land Act in providing for a sale of ryot's holding was to make the procedure much simpler and cheaper than the procedure in respect of sales under the Civil Procedure Code. That is why there was no provision in the Estates Land Act of 1908 corresponding to the present section 116 and considerable discretion was left to the sale officer in the matter of holding sales. It does not appear that any serious hardship was occasioned on any appreciable scale by reason of the discretion being vested in the sale officer. The present section 116 is modelled on the provisions of the Civil Procedure Code and prescribes an elaborate procedure for the settlement of the sale proclamation and frustrates the very object which the legislature had in view when it empowered the landholders to collect their rents quickly and cheaply by the sale of a defaulter's holding.

IV. (a) & (b) The question as to whether the rights of tenants to water-supply are inherent as being appurtenant to the land or are merely a matter of contract between them and the landholder, does not admit of any easy answer. It raises a

purely academic issue. Even as between a ryotwari pattadar and the Government the question whether the right of the former against the latter is a contractual right or a proprietary right cannot be taken even now to have been directly answered. In 54 Mad., 793, Mr. Justice Wallace and Mr. Justice Krishnan Pandalai refer to 1 Mad., 205, where that right was held to be contractual and to 28 Mad., 72, where it was held to be proprietary but do not themselves decide whether it is the one or the other. At the same time Their Lordships point out that the incidents of the relationship between ryotwari pattadar and Government in the matter of water-supply are sufficiently well defined. A pattadar whose lands are registered as wet is entitled to be supplied by the Government with water to the extent of his accustomed requirements. He has no right to insist upon the supply being provided from any particular channel or sluice. It is open to the Government to alter the sluice or channel or other work of irrigation from which the ryot is to derive his supply, and subject to the obligation of providing water to the extent of the accustomed supply the Government's powers of regulation are unlimited. That the position of zamindars within their zamindaris approximates to the position of Government in ryotwari areas, was stated so early as 1 I.A., 364. Referring to the Zamindar of Karvetnagar, Mr. Justice Innes of the Madras High Court, whose judgment is quoted *in extenso* at page 377, says: "What is the obligation of the defendant as to keeping these tanks from bursting and causing mischief. The tanks are ancient. They are maintained as they have been immemorially used for the purposes of irrigation according to a system in use throughout this part of India. The State is the general landlord but in some parts of the country it has made over certain of its rights as landlord to zamindars like the defendant who thus become vested with the duties of management which previously appertain to the State. One of the duties which the State has always recognized as appertaining to itself is the maintenance of old and the extension wherever practicable of new works of irrigation." A few lines lower down, Justice Innes again states: "that the tanks of this defendant are in the same position in this respect as the other works under the direct management of the State." The Privy Council upheld the judgment of the High Court and state as follows at page 385: "The tanks are ancient and form part of what may be termed a national system of irrigation recognized by Hindu and Muhammadan Law, by regulations of the East India Company and by experience older than history as essential to the welfare and indeed to the existence of a large portion of the population of India. The public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India and upon the settlement of the country, has, in many instances, devolved on the zamindars of whom the defendant is one. The zamindars have no power to do away with these tanks in the maintenance of which large numbers of people are interested but are charged under Indian law, by reason of their tenure with the duty of preserving and repairing them."

It is not denied that in respect of lands classed as wet the zamindar is under an obligation to supply water to the ryot to the extent of his accustomed requirements. But it cannot be denied at the same time that the zamindar can regulate the supply and distribution of water from the tanks and other sources of irrigation in his estate without depriving the ryots of their accustomed supply.

Even in the matter of riparian rights in rivers and streams flowing by their lands zamindari ryots stand in relation to the zamindar in the same position which is occupied by ryotwari pattadars whose lands abut a river or stream, with reference to the Government. Even if it is to be held that even the owners of limited and qualified interest in land abutting a river, have riparian rights with reference to and to the extent of such limited or qualified interest, so that even if it is not open to a zamindar to prevent a ryot from using the water of the stream which flows by his land such user is taxable by the zamindar and assessment can properly be levied by the zamindar in respect of it. Just as the ryot uses land for the purpose of agriculture and pays rent on it to the landholder, the ryot may have a right of user in the water of the stream which flows by his land but is bound to pay the zamindar a proper rent or water charge in respect of such user.

V. There is no necessity for the compulsorily surveying all estates and directing the preparation of records-of-rights. The cost involved is prohibitive and it would be very difficult either for the zamindar or for the ryots to bear it. There is no need for such compulsory survey or for the preparation of a record-of-rights except where the zamindar or the ryot desire to have a settlement of rents in which case it is open to him or to them to initiate proceedings in the manner laid down in Chapter 11. Even in the absence of an application by a landholder or the prescribed proportion of ryots for the survey of the village or villages in which they are interested it is open to the Local Government to direct a survey and the preparation of record-of-rights where in its opinion such survey and preparation of record is necessary to secure either the



ryots generally or the landholder of an estate or a portion of an estate in the enjoyment as such of their or his legal rights or is calculated to settle or avert a serious dispute existing or likely to arise between the ryots generally and their landholder. [See section 164, sub-section (1), clause (b).] The existing provisions therefore are adequate and do not call for any amendment.

If survey is to be made compulsory, it should be done only if the Government is prepared considerably to reduce the cost or if provision is made for a procedure whereby a zamindar carries out the survey of his estate or a portion of it by a cheap agency employed by him in accordance with a scheme of survey which he has in the first instance to submit to the Government and get the approval of the Government to such a scheme would provide for effective supervision by responsible Government officers, and for the recovery of the proportionate share of the cost from the ryot. Provision may also be made for adjudication of land complaints and for the same legal significance being attached to the survey record as in the case of a survey carried out by a Government survey party. If it is considered that the adjudication of land complaints would devolve or imply the posting of survey officers of a certain grade, which in its turn would involve considerable cost, it would have to be considered whether in respect of surveys carried out by the zamindars in accordance with the schemes to be submitted to and approved by the Government, the procedure by way of land complaints cannot be dispensed with and whether it would not be sufficient to make the survey record presumptive proof of what is stated therein, enjoining upon the courts before which such survey record may be filed to presume that the entries therein contained are correct, unless the contrary is proved.

(b) The landholders submit that the proper distribution of cost as between the zamindar and ryot in the case of occupied land should be one-third and two-thirds having regard to the fact that the ryots' share of produce is more than two-thirds, while the zamindar's share is less than one-third, and having also regard to the fact that in respect of porambokes, communal lands, private lands, etc., the zamindar bears the entire cost of survey.

VI. In view of the clear provisions of sections 135 and 136, the former of which prohibits the collection under any name or under any pretence of any amount in addition to the rent lawfully payable and the latter of which provides for the recovery of amounts so paid together with penalty from the offending landholder; this question must be answered definitely in the negative.

The landholders have no desire to collect anything more than what is covered by the definition of rent as given in section 3 (11) of the Madras Estates Land Act and they have no objection to any further legislation, if any such legislation were needed with a view to prevent landholders from collecting anything over and above the rent lawfully due. They must at the same time make it clear that customary collections like meras and khereejulu which are made by the zamindar for the benefit of village servants, and artisans and which are after collection paid over to the latter, should not be prohibited or hit at any legislation which the Government may contemplate as such collections form the only payment which some village servants and artisans receive and they constitute a necessary part of the village economy and administration.

VII. (a) There is no statutory declaration of the rights of tenants in regard to grazing of cattle, collection of green manure or wood for agricultural implements. Such rights if they exist can only be in the nature of customary rights and have to be proved in the manner in which all valid customs have to be proved. They must be well-defined, immemorial and reasonable. Subject to their possessing the above attributes rights of the nature suggested in the question can be proved. Their extent and their incidents must necessarily depend upon the usage obtaining in the locality in question. They vary from estate to estate and from village to village in the same estate. In several estates ryots graze their cattle or collect green manure or take wood for agricultural implements by obtaining their permits from the landholder or his officials and on payment of the prescribed fees which are not at all burdensome and are almost nominal. Incidentally it must be stated that the expression 'agricultural implements' occurring in question VII (a) is very vague and would require detailed definition, if any declaration of rights is contemplated.

(b) The tenants have no inherent right to use the natural facilities referred to in question VII (a) for their domestic and agricultural purposes free of cost.

(c) With reference to this question a distinction would have to be drawn between (1) public paths, (2) communal lands and (3) hill and forest porambokes. As regards public paths so long as they are being used as public paths neither the zamindar nor the ryots can seek to put them to any use other than as public pathways. That in respect of punthas or donkas or public paths the right to the sub-soil is in the zamindar and that even the surface soil is vested in local authorities only so long as the public

path is in use, must now be taken to be fairly well-settled so that if and when they cease to be used as public pathways the land covered by these public pathways would be at the disposal of the zamindar whether the pathway was in existence prior to the permanent settlement or came into existence after the permanent settlement (vide 71 Madras Law Journal, 749). As regards communal lands of the nature contemplated by section 3, sub-section (16) (b) of the Estates Land Act such as threshing floors, cattle-stands, village-sites and other lands which are set apart for the common use of the villagers, the reversionary rights in such lands are vested either in the Government or in the landholder according as they were set apart for the communal use in question prior or subsequent to the permanent settlement. So long as they are being used for the communal purpose in question nobody can divert them to any other purpose. If they cease to be required for the original purpose it is open to the District Collector under section 20-A (1) (b) (i) of the Madras Estates Land Act, as amended in 1934, to direct and declare that they should be used for any other specified communal purpose. If such land is not required for any communal purpose the District Collector may under Section 20-A (1) (b) (ii) direct that it be converted in Government ryotwari land or landholder's ryoti land according as the reversionary rights in such land vested under the terms express or implied, of the sannad, title-deed or other grant in the Government or in the landholder. This last clause confers upon the District Collector a very wide power which can easily be abused. It is unreasonable that the Collector should be made the adjudicating authority when the question arises between the Government on the one hand and the zamindar on the other. As the provisions of the Madras Estates Land Act stand at present this decision of the Collector seems to be final. This clause must be taken out of the Estates Land Act so that the question of reversionary right as between the Government and zamindar would be fought out when it arises in the regular courts of the country. If it is to be retained, the decision of the District Collector must be made expressly subject to the result of any suit which the aggrieved party may file in a civil court within a prescribed time.

Hill and forest porambokes are the property of the zamindar (vide 40 Madras, 886, P.C.), subject, of course, to such restricted rights as the ryots or the inhabitants of neighbouring villages may have by virtue of longstanding custom or usage. They don't stand on the same footing as public paths and communal lands and if any declaration of rights is contemplated the legislature must clearly bring out the distinction between the several classes of lands contemplated by question VII (c).

VIII. (a) In view of the material alterations made in Chapter VIII of the Madras Estates Land Act by the Amending Act VIII of 1934, further amendments of the provisions relating to the maintenance and repair of irrigation works in estates are not called for. In its amended form, Chapter VIII of the Estates Land Act divides irrigation works into major irrigation works and minor irrigation works according as the ayacut is 200 acres or upwards or less than 200 acres. In the case of a minor irrigation work any ryot or ryots holding a fourth of the land under the particular ayacut or paying a fourth of the rent of the ayacut can apply to a Revenue Divisional Officer for ordering the repair of the irrigation work. The applicant or applicants have to make only a deposit of Rs. 100. In the case of a major work of irrigation the application has to be made to the District Collector. The prescribed deposit is Rs. 200. If there is any grievance that a particular irrigation work is not kept in proper repair by the concerned landholder, it should be easy for ryots to avail themselves of the procedure laid down in Chapter VIII in its amended form. It should also be noted that the present section 139 is a considerable improvement upon the corresponding provisions of the Estates Land Act prior to 1934 in so far as landholder can under the present section 139 be directed by the District Collector or the Revenue Divisional Officer to carry out the repair pointed out to him and if he fails to carry out such repairs the Collector may direct that the landholder must deposit the amount of the estimated cost of repair within a time to be specified. If the landholder fails to make the deposit within the time so specified, the officer passing the order can recover the same from the landholder as if it were an arrear of land revenue and then proceed to have the work of repair carried out by such persons and in such manner as he may direct. This provision therefore makes it quite easy for ryots to compel the landholder to carry out the necessary repairs to irrigation works. Before the amendment of 1934, in the case of applications made under the old Chapter VII, if the landholder failed to carry out the repairs which he was directed by the Collector to carry out, the applicant or applicants had to execute the repairs themselves. After carrying out the repairs they were to apply to the Collector for the recovery of the amount spent by them from the landholder. If the landholder declined to pay the amount, the Collector could only pass an order for the recovery of the amount from the ryots holding lands under the irrigation



work to which repairs were carried out. And those ryots in their turn could only set off the payments made by them against the rent which they had to pay to the landholder. This cumbrous procedure has been altogether abolished. Neither the applicant nor the general body of ryots holding lands in the ayacut in question are now called upon to incur any cost in carrying out the repairs. Provision is made for the collection of the necessary amount from the landholder and for the carrying out of the necessary repairs by Government officers with moneys so collected from the landholder by coercive processes.

In view of the above very stringent provisions now existing in the Madras Estates Land Act, a further amendment of that Act for the purpose of enforcing against a landholder, his liability to keep the irrigation works in a state of proper repair is altogether unnecessary. The amendments of 1934 have, if anything, gone too far against the landholder. The attention of the Committee may be drawn in particular to section 139 (1) (a) (ii) according to which the officer is only directed to "pay due regard to the capacity of the estate of such landholder to bear within such time the cost of such works." The limit up to which the officer can direct the carrying out of repairs by the landholder is not clearly defined. It is left to the caprice of individual officers and it is quite conceivable that some officers may direct the carrying out of repairs on such an extensive scale as to throw the finances of the estate totally out of gear. It is submitted that a provision should be inserted prescribing that the officer should not, in any particular year, direct the expenditure by a landholder on the repair of irrigation works so as to exceed the particular prescribed percentage of the annual income derivable from the irrigated lands in his estate.

As regards the respective rights and obligations of landholders and ryots in the matter of the maintenance of irrigation works they are not fully defined either in Chapter VIII of the Estates Land Act or elsewhere. No doubt it cannot be questioned that the landholder has to maintain the irrigation works in his estate in proper repair. Nor can it be doubted that the ryots are bound to carry out such petty works as the yearly clearance of supply and distribution channels or minor repairs which they are by law or custom bound to carry out (vide explanation to section 138). This general statement of the obligations of the landholders and ryots in the matter of the repairs of irrigation works is however hardly sufficient. Machinery must be devised for the purpose of compelling the ryots to carry out such petty works or minor repairs as they are bound to carry out. There is nothing in Chapter VIII of the Madras Estates Land Act by which ryots can be compelled to carry out such petty works or minor repairs, if they refuse or fail to carry them out of their own accord. There is therefore every necessity for legislation on the lines of section 6 of the Madras Compulsory Labour Act I of 1858 by which a zamindar or his authorized officials may be empowered to call upon the ryots under a particular ayacut to contribute their labour to the carrying out of such petty works or minor repairs as they are bound to carry out and to enforce such penalties as may be prescribed for non-compliance with the requisition.

It has also been felt that the rights of control and distribution of landholders over irrigation works in their estates should be statutorily declared and such rights should not, when questioned, be left merely to be gathered or inferred from the common law or from the decisions. It is only right that a landholder who is charged with the maintenance and upkeep of the irrigation works in his estate should have adequate powers of controlling the distribution of water and to prevent unauthorized irrigation by the imposition of the penalty, if need be upon people who make use of the irrigation works without being lawfully entitled to do so. While the landholder is under an obligation to supply water in the recognized wet lands in the ayacut, he is not under the law, as it now stands, in a position to prevent clandestine user of the water of the tank or work of irrigation, in question by persons who are not entitled to be supplied with water from it. Where such unauthorized or clandestine user goes on on a large scale, the ayacutdars, who are lawfully entitled to a supply of water, sustain loss by not getting plentiful or adequate supply which, however, neither they nor the landholder are in a position to prevent. The only remedy which a landholder now has against the person unauthorizedly taking water from a tank or other work of irrigation belonging to him is to sue such person for damages in a civil court which the latter has in most cases no objection to pay, if after an elaborate and costly trial, the court grants a decree against him. The zamindar has no further rights or remedies in respect of such unauthorized user. There is therefore every necessity not only for statutorily declaring the rights of control and distribution of the landholders over the irrigation works situated in their estates but also for empowering them to collect penal assessment subject to certain prescribed limits, from persons taking water from such irrigation works without being entitled to do so and without obtaining the consent or permission in writing of the landholder or his authorized agents.

(b) As already pointed out, section 139 of the Estates Land Act empowers the District Collector or the Revenue Divisional Officers, as the case may be, to collect the amount necessary for carrying out repairs to a particular irrigation work from the landholder and to carry out the work of repair through agencies selected by them. There is therefore in the present Act itself provision for repairs being carried out by Government officers in case of default on the part of landholders to carry them out themselves. There does not seem to be any necessity for vesting more powers in the Provincial Government in the matter of the repair or maintenance of irrigation works.

(c) Much less is there any need for vesting such powers in the Government and to make them exercisable by the Government *suo motu* as contemplated by question VIII (c).

IX. An yearly jamabandi as in the case of ryotwari villagers would certainly be of considerable aid both to the zamindars and ryots in the matter of revenue administration. But a jamabandi can be useful only if the village officers fully co-operate with the zamindar and his officials. It is notorious that village karnams and headmen render little or no assistance to the zamindar or to the landholder or his officials even though theoretically they are bound to assist the zamindar in the administration of his estate as much as they are bound to render assistance to the Government and its officials in the collection of the Government revenue and the enforcement of its rights. The reason is not far to seek. Zamindars have no control over village officers whose salaries are distributed by the Government and who are liable to be suspended or dismissed only by Government officers. Now that the Government are contemplating the institution of an yearly jamabandi in the case of estates, the occasion is opportune for the Government to go into the question of control over village officers with a view to vesting in the landholders qualified powers of suspension or dismissal over village servants, particularly village karnams and headmen. The recalcitrance of village headmen and village karnams in the matter of assisting in the revenue administration of estates has been a longstanding grievance and is not confined to a few estates. It has been almost a universal feature in all the estates in the Presidency. It is therefore imperatively necessary to devise ways and means of bringing the village officers under the partial control of the landholders without which satisfactory revenue administration is almost impossible.

The ryots in zamindaris very often complain that there is considerable delay in the matter of recognizing transfers of holdings or portions thereof by zamindari officials. But it is overlooked that the patta transfer work heavily accumulates and is very often delayed by the refusal and neglect on the part of the village karnams to co-operate with zamin officials.

X. The landholder has no direct contractual relationship with the under-tenant. The only right, which he now possessed so far as an under-tenant is concerned, is to distrain for arrears of rent due to him the crop which might have been raised on the holding by an under-tenant. The declared policy of the Estates Land Act is to help the actual cultivator. In cases, therefore, where the occupancy ryot has not for considerable periods carried on any cultivation himself but has on the other hand let out his lands to under-tenants it is only reasonable and proper that the rights of such under-tenants should be safeguarded by a suitable legislative provision. It would have to be considered whether provision cannot be made for an under-tenant acquiring occupancy right in respect of a portion of the holding which he has been cultivating continuously for a prescribed period of years, the present occupancy ryot's position being converted in respect of such portions of the holding to that of a tenure holder. The rights and obligations of the landholder and the present occupancy right would continue to be what they are. But in the case contemplated the present occupancy ryot would be restrained from evicting the under-tenant and would only be entitled to collect from him such rent as may be settled by contract or as may be regulated by statute. If any legislation is contemplated for the purpose of rendering the under-tenant immune from eviction at the instance of the present occupancy ryot, provisions may also have to be thought of for the fixation or regulation of rents suitably as between the present occupancy ryot and his under-tenant.

XI. (a) & (b) The present distribution of the appellate and revisional authority as between the civil courts on the one hand and the revenue courts on the other, is fairly scientific. The whole question was very fully considered at the time of the passing of the Amendment Act VIII of 1934. There is no need for the constitution of special tribunals or courts. Both landholders and ryots have no doubt a grievance against long delays which are experienced in some at least of the revenue courts. But that is due to administrative reasons and the remedy is purely administrative. The association

takes this opportunity of impressing upon the Government the necessity for appointing special Revenue Divisional Officers wherever there is large accumulation of Estates Land Act work in any particular division.

XII. (a) The present procedure for preventing unauthorized occupation of ryoti land is far from being effective. A person who unauthorizedly occupies ryoti land in an estate is liable to be ejected by suit in a civil court under section 163-A. He is further liable to pay for each revenue year or a portion thereof the rent fixed for the land on which he has trespassed or if no rent has been fixed such sum as the Collector may on application determine to be fair and equitable. In addition to that amount he is also liable to pay by way of damages a sum not exceeding one year's rent as was fixed or determined. Where the rent in respect of a particular holding or portion has not been previously fixed there is to be an application under section 163 to the Collector. The procedure is both cumbersome and costly. It can be considerably simplified by adopting a procedure like the one contemplated by section 158 in the case of tenants of private lands. On an application to the Collector, the Collector would issue to the landholder or his authorized agent a warrant authorizing him to enter upon and take possession of the lands trespassed upon. Such a warrant would also empower the landholder or his authorized agent to distrain the movable property of the trespasser or the crop standing upon the lands for the realization of such amounts as the landholder may be entitled to by way of damages or costs of distraint. For the determination of damages there need be no separate application under section 163. In the very application which the landholder makes to the Collector for the issue of a warrant there may be included a prayer for the determination of the damages, if any, to which he is entitled.

This procedure, if adopted, would not only do away with the suit contemplated in section 163-A but would also enable the landholder to take possession of lands trespassed upon and realize such demands as he may be entitled to by a single application to the Collector. It would also solve the problem which is almost universal in regard to what are described as 'Bought in lands.' By a combination amongst ryots it very often happens that there are no bidders at the rent sales so that the landholder is compelled to buy the holding himself. He never, however, gets any effective possession of the lands so bought. The old ryot continues to cultivate it as before. The only remedy which a landholder would have in such circumstances is a suit in civil court which apart from its costliness would take some years to come to a termination. It is very rarely that even the costs of that suit are realized from the trespasser. To avoid such cost and to enable landholders to obtain effective possession of lands bought at rent sales a provision like the one above suggested would be considerably helpful.

(b) Under the Estates Land Act, as passed in 1908, jodi, poruppu, kattubadi due from inamdars was included in the definition of rents. By an amendment of 1909, however, that part of the definition was deleted. It would assist landholders in the speedy realization and collection of jodi, poruppu or kattubadi due from inamdars, if the definition of rent, as it was to be found in the Estates Land Act of 1908 as originally passed, is now restored.

#### *Supplemental answers.*

VII. (a) The question assumes that the tenants must have some rights with regard to the utilization of local natural facilities such as grazing of cattle, etc. There is however no basis for such an assumption.

The landholder is the owner of all forests and waste lands. He has the exclusive right to the enjoyment of the forests and waste lands as he likes. No rights in the tenants to free grazing or collection of manure or wood without payment or permission have been recognized by law. If there were such rights, surely such rights would have been declared in all the earliest tenancy legislation.

Such rights, if at all, can be claimed as "customary rights" or "customary easements" (see section 18 of the Easements Act). But before such rights can be claimed as customary rights it should be proved that the tenants were grazing the cattle, etc., as of right openly and without obstruction. The obtaining of licences to graze cattle or collect manure, etc., would negative any claim of right. The following observations in a recent decision of the Nagpur High Court clearly set out the law on the subject:—

"The enjoyment of a right claimed to exist under an alleged custom must be enjoyed as of right, that is to say, all acts must be done under or by virtue of the custom. In order to establish the custom, all acts must have been done without violence, without stealth or secrecy, or without leave or licence asked for or either given either expressly or impliedly from time to time. No Act which can be ascribed to a licence can ever support a claim of custom. A zamindar is the owner of the forest and

of waste land lying within his zamindari; and as proprietor can permit his tenants to graze their cattle on land which is not the communal land of the village, and to take dead wood, etc., from the forest or waste land on payment of certain charges prescribed by him. But that is purely a matter of contract between the zamindar and the tenants. A right which can be so acquired on payment of fees or charges can hardly be regarded as a customary right, notwithstanding that the right has been exercised for a long series of years." (Stone, C.J., and Niyogi, J), *Bahoran v. Lal Bhvanpal Singh* (20 N.L.J., 131).

In practice it can be proved almost in every zamindari that far from exercising any rights as such, the tenants were applying to the zamindars for permission to graze cattle on payment of fees. Similarly they were obtaining licences for collection of free manure or wood.

#### *Grazing of cattle.*

That the Estates Land Act itself did not recognize any right to free grazing appears to be clear. If any area is set apart for common grazing such lands would come under communal lands within the meaning of section 20. In describing communal lands the Act refers to threshing floors, cattle-stands, village-sites, etc. If common grazing lands were contemplated prominent reference to such grazing lands would have been made in section 20 as an illustration of communal lands.

Again the right to graze is in the nature of a "Profit a prendre qua estate" and rights to profit a prendre are not recognized by the Act.

In defining *rent* in section 3, clause (ii) (b) for the purpose of certain sections of Act "Pasturage fees" would come under the definition. This clearly shows that the Act contemplated pasturage on payment of fees and not free pasturage.

Again in section 6, clause (2) of the Act there is reference to "Admission to waste lands under a contract for pasturage." This would indicate that the Act did not contemplate right of tenants in waste lands for grazing but contemplated only admission on contract for pasturage.

The various systems obtaining in regard to the manner in which pasturage is let to ryots are the following:—

(a) *The kancha system.*—Kanchas include all the waste lands in the village as well as pasturage areas where rich pasture is allowed to grow. Landholders get such areas specially protected. Every year the leading ryots of each village come forward to take on lease the kanchas of each village and thereupon they pay up the lease amount and get a lease executed in their favour. Sometimes the leases are executed for three years or five years. There are a few cases where the leading ryots have taken such kanchas on permanent leases. The lessees of the kanchas in turn collect the quota of each ryot towards the lease amount paid by them.

In regard to this system, certain lands of the ryots were put forward, which came up for decision in courts. The contention put forward was that the right of the zamindar in respect of the kanchas was merely to collect or auction the lease amount every year, but the zamindar could not withhold the leases or refuse permission to graze. They were two cases in Nellore district which went up to the High Court where such a kind of right was claimed and negatived. See 31 M.L.J., 211 and 1928 Madras. The former related to the Venkatagiri Zamindar and the latter related to Chittetipalem.

The kancha rates are lower than the pasturage fees collected in Government areas. The annexed tabular statement giving the rates of kanchas fees in the Venkatagiri Zamindari where this system is largely in vogue will clearly show that the rates are generally low and compare favourably with the rates obtaining in the Government area.

The kanchas system has been in vogue in various Government areas in the Nellore district. In 1867 when the Government abolished the pullari system and provided for some common pasturage, they also introduced the kancha system by which "Tracts be annually or biennially rented out to the highest bidder in suitable lots for pasturage, care being taken that the lots put up to auction are not unduly monopolized by one man or a clique in the village." (G.O. No. 2676, Land Revenue, dated 12th November 1867).

(b) *The Pullari system.*—The system commonly obtaining is this. At the beginning of each fasli an account is taken of the cattle owned by each tenant in the village and after collecting the grazing fees for so much per head of cattle, permits will be issued to the tenants for grazing the cattle.

Before 1867 this was the system in vogue in Nellore and Guntur districts in Government areas.

(c) *The patta beedus.*—A third method by which lands are let for pasturage is this. Some ryots are granted specified areas of pasturage lands according to their needs and such areas are included in their holdings as specified rates of rent. The extents so granted are generally in relation to the number of ploughs owned by the ryot.

The rates at which such beedus are let range from 0-0-8 to 0-3-1 per acre in the Venkatagiri Estate. Wherever such patta beedus are granted, conditions are inserted in the pattas that if the ryot utilizes the land for agriculture he should pay rent at the dry cultivation rate and if any applications are forthcoming for the assignment of such lands for cultivation the tenant should either vacate the lands or himself take the lands on darkhast.

In regard to these patta beedus, claims of occupancy rights were put forward which came up for judicial decision and ultimately negatived. (38 Madras, 739) *Ayyapareddy v. Maharajah of Venkatagiri.*

The prevalence of one or other of the above systems clearly disprove any "right of pasturage" in the ryots while at the same time they prove that there are already adequate arrangements made in each estate providing for grazing facilities to ryot on reasonable terms.

Wherever kanchas are not taken on lease or permits are not obtained and cattle are allowed to graze, then such cattle are impounded. Several cases where obstruction to such impoundings have come up before courts and the courts have invariably imposed fines against such individuals. The cattle-pound registers in the various villages in the estate will show the instances where cattle have been impounded for grazing illicitly on the waste land in the village. These would clearly establish that nowhere were "Rights" recognized for free grazing.

In the above circumstances, any legislation breaking such rights would be in the nature of creating new rights in favour of the tenants and infringing the rights of landholders and consequently expropriary.

*Collection of green manure and wood for agricultural implement.*—The practice obtaining in the various estates at present for the supply of green manure, etc., to tenants is for the ryots to apply to the landholder for permits and for the landholder to grant such permits according to the needs in each case. Some nominal fee is collected. Sometimes permits are issued free. The permits would specify the quantity to be taken by each tenant, the area from which the manure or wood is to be taken, and the period within which he has to take the same. Wherever such green manure or wood is taken without obtaining permits, compensation is collected, and where such compensation is not paid, legal action is taken. Courts have in number of instances convicted person who so illicitly removed wood or green manure. These would indicate that "rights" as such in respect of the collection of green manure and wood, etc., have not been recognized by law.

To recognize such rights would also work great hardship. It would lead to abuse. Who is to determine the needs of each ryot and how is it to be ensured that he will not remove greater quantity than is necessary. Wherever there is combination among ryots they can easily denude the forest under the pretence that they have gone into the forest only for the limited purpose of gathering manure leaves or for cutting wood for agricultural purposes. It will retard conservancy and development of forests.

Even when such rights have been pleaded by way of a custom courts have held that a system by which persons claiming the custom can increase the burden on the owner of property and can even virtually deprive them of their property is an unreasonable custom (*Adams v. Rivers*, 9 Calcutta, 698; 1934 Calcutta, 461), and should not be enforced by law.

In the present case it will be a travesty of justice if on the other hand when facts disprove the existence of a right either by custom or otherwise, attempt is made to introduce such rights by legislation.

If, as a matter of fact, there are already such customary rights in existence, the recent amendment to the Estates Land Act has amply safeguarded such rights (see section 20-A).

In the above circumstances the answer to question (b) is also in the negative and there are no inherent rights recognized as such in favour of the tenants in regard to the utilization of natural facilities for grazing, collection of green manure, etc. Even Mr. Ramadoss who drafted amendments on behalf of ryots in the year 1934 did not treat such rights as inherent in the ryots. He recognized two classes of estates, one in which rights by custom may exist in favour of tenants and another category where such rights by custom do not exist.

RAJAH OF VENKATAGIRI,  
President, Madras Landholders' Association.

**Memorandum by the shrotriyamdars of Kummanthangal village, North Arcot district.**

1. (a) Zamindar is the proprietor of the soil.  
(b) If zamindar sells the land then the purchaser becomes proprietor but he should pay annual rent to the zamindar. Unsold lands must be the own lands of the zamindar. He may cultivate them.
2. (a) & (b) Rent should be the one-sixth portion of what he gets from cultivation.  
(b) Rent should be the one-sixth portion of what he gets from cultivation.  
(c) The provision must be for remission, if the cultivated lands get spoiled by flood or any other mishappenings.  
(d) We need not settle the rate once for all.  
(e) Provincial Governments must have power to revise, alter or reduce the rents.
3. (a) The powers of collection of rent given to landholders are not sufficient.  
(b) They must have power to collect without going to court.  
(c) Nil.
4. (a) Tenants should have inherent right to have water-supply.  
(b) Landholder must not have any superior right. Water-supply must be equal to all.
5. (a) All estates must be surveyed.  
(b) Landholder and Government half expenditure and tenants half expenditure.
6. Landholder must not levy any other rent.
7. (a) In utilizing the local natural facilities landholder and tenants must have equal rights. There should be no tax for this. They must become common property to be used by all.  
(b) Yes.  
(c) Landholder must be in charge of public paths, communal lands, hill and forest porambokes, but he must not use them for his own convenience. They must be useful for all.
8. (a) Landholder must give to the tenants all the irrigation sources and help the tenants for the betterment of cultivation, because he gets the rent from them.  
(b) Yes. Government must have power to do so, if zamindar fails.  
(c) Government should do that only on application from tenants.
9. Yearly jamabandi is not necessary for estates but Collector should inspect the yearly accounts of zamindars.
10. (1) Pattadar should be the owner of the land. He must pay yearly rent. Zamindar must give all irrigation facilities to the pattadar free of cost.  
(2) Zamindar is the owner of only unsold lands. He may use such lands for his own cultivation. He can collect only rent from tenants who have purchased lands from him.
11. (a) Board of Revenue should continue to be the final appellate.  
(b) The proceeding between landholders and tenants should be tried in revenue courts only.
12. (a) In respect of unauthorised occupation of lands by ryots the zamindar must give him notice and demand reasonable amount from him as its cost. After paying the cost the ryot becomes the owner. There may be the yearly rent alone. If he does not give the cost the ryot must leave the land at the hands of the zamindar.  
(b) Yes. Landholder must be able to collect rents easily. There must be no difficulties.

In acknowledging the receipt of the Press Communiqué enclosed in the letter, dated 11th November 1937, by the Collector of North Arcot, it may be informed that the conditions prevailing in the Melpakkam zamin is one that has given satisfaction to one and all concerned. The relation between the zamin and the tenants has been satisfactory to the great advantage of the village and its inhabitants. So far there has been no complaints from the tenants with regard to the prevailing taxes. Where it has been found, owing to the failure of rains, the necessity to reduce taxes or remission of taxes to the full has been done spontaneously by the zamin to the contentment of the tenants.

Further, the zamin has taken great interest in improving irrigational sources so as to be of great advantage to the tenants in particular, and the villagers as a whole. Much has also been done to improve the natural facilities of the village.

In short, for the last sixty years, the zamin of Melpakkam has been doing its best to improve and ameliorate the conditions of the tenants and the people of the village as a whole, and there prevails now much harmony and peace in the zamin.

A. B. DHANAPATI.

I, (a) (1) The zamindar is the proprietor of the soil of all lands inclusive of sub-soil minerals, etc., within the zamindari (pannai, ryoti, assessed waste, amanam, hills, forests and porambokes, etc.). The tenant, to whichever class of tenants he may belong, has no right to the soil, and is therefore not the proprietor of the soil. (Vide sections 5 (1), 7, 10 (2), 11, 149 and 151 of the Madras Estates Land Act, the Permanent Sanad and the Madras Permanent Settlement Regulation XXV of 1802, Madras Acts II of 1894, II of 1904, III of 1905 and XIV of 1920.)

(2) The zamindar can eject even an occupancy tenant for impairing the land.

(3) If an occupancy tenant dies intestate leaving no heirs except the crown, his occupancy right ceases and the land reverts to the zamindar who can admit whomsoever he pleases.

(4) The zamindar has absolute powers of assigning waste and amanam lands at his pleasure.

(5) The zamindar's proprietary right has been recognized by ancient native kings, and subsequently by the British Government. (Vide (a) The Marungapuri case 1, Indian Appeals, 282, recognizing the proprietary rights of the zamindar, (b) 61 M.L.J., 532, and 61, M.L.J., 632, regarding the rights of the zamindar to minerals.)

(b) The permanent occupancy tenant of ryoti lands can cultivate the same, subject to the condition of payment of rent (melvaram) to the proprietor. He should not materially impair the value of the land and render it unfit for agricultural purposes and if he does so he can be ejected, as the zamindar has got proprietary right to the said land. (S. 151.)

II. (a), (b) & (d) In the first place, the conditions of tenure, rent, etc., differ from one district to another and from one estate to another in one and the same district. In certain places, the rent is in kind and in certain other places it is in cash. In certain estates, soilwar taram and cash rents are fixed on the basis of fertility of the soil, the number and nature of various crops raised, the classification of land, and its yield, with special rates for commercial crops such as, betels, sugarcane, turmeric, chillies, onions, cotton, tobacco, groundnut, gingelly, grams, etc., at the time of the permanent settlement in the year 1802 and on this basis the peshkash has been fixed for the estate. In certain estates, kind rent has been commuted to cash rent under the Act and in certain places an enhancement of two annas in the rupee as provided under section 30 has been availed of. In certain estates, cash rent fixed at the time of the permanent settlement as stated above has been continuing without any interruption either by the landholder or by the ryot. Hence, to adopt a common rate of rent for all the estates will be inconsistent with the terms of permanent sanad and it may be injurious to the ryots themselves in general. If there have been no disputes about the rate of prevailing rent in any of the estates no interference on the part of the Government is necessary, and the existing rate of rent shall be treated as fair and equitable. It would be better to leave the matter to the courts concerned to determine what is fair and equitable rent, wherever and whenever any dispute arises on the matter. The provisions now contained in the Madras Estates Land Act as to what is a fair and equitable rent are sufficient.

(c) It is suggested that there should be no statutory provision regarding remission of rent since there is no such provision in regard to peshkash.

(e) It is considered not desirable.

III. (a) & (b) Yes. It is necessary that the proprietors should be entrusted with adequate powers to facilitate collection of rent, less they should be put to much trouble in payment of peshkash in time. Though the rules framed under section 32 of Act II of 1894 enjoin that the rent due to the proprietor should be collected and remitted by the headmen, they never do it properly and so power of suspending village officers and servants for slackness or neglect of duty and other remissness may be conferred on the proprietors.

(c) I have noted below the actual difficulties experienced and the measures to be adopted for remedying them:—

#### *Section 77—Suits to recover arrear of rent.*

(i) The existing practice in trying rent suits by the Sub-Collector may continue. Some suitable measures may be taken to dispose of suits, etc., as expeditiously as possible. Reduction of court-fee is necessary, as the present rate is high. Rupees 6-4-0 per hundred will be a moderate fee.

(ii) *Distraint of sale of movable property.*—(a) The cost of court-fee stamps comes to Rs. 3-4-0 for recovery of an arrear of even an anna in respect of a holding, which is

prohibitive and a heavy burden on the defaulting ryot as well as on the landholder, since the latter has to deposit the cost first.

*Particulars of costs.*

	RS. A. P.
(a) Notice for service on a single ryot in a holding ...	0 8 0
(b) Application for sale ... ..	0 12 0
(c) Proclamation of sale ... ..	1 0 0
(d) Fee for sale ... ..	1 0 0
Total ...	3 4 0

(b) Though the sale officer is the Tahsildar, he invariably delegates his powers to the Firka Revenue Inspector, who generally takes some months' time to conduct the sale of movables distrained and such delay causes great inconvenience and loss to the ryot by way of feeding charges of distrained cattle. Section 98 empowers the distrainer to sell the crops, etc., if they are perishable and to deposit the sale-proceeds with the selling officer and if this procedure is extended to all cases of movables distrained, it will not only be simpler but also save the ryots from undue expense, delay, and the fee for sale (Re. 1) will become unnecessary.

(iii) *Sale of ryot's holding.*—The Amendment Act VIII of 1934 has rendered the procedure under this head more cumbersome and costly resulting in a heavier burden on the defaulting ryot and a penalty on the landholder who resorts to a sale of the holding for the recovery of an arrear of rent. For instance, a landholder has to deposit first a sum of Rs. 15-7-0, in the shape of court-fees, etc., even for collecting an arrear of rent, say, one anna in respect of a holding.

*Particulars of costs.*

	RS. A. P.
(a) Service of notice on a single ryot in a holding (section 112).	0 8 0
(b) Application for sale ... ..	0 12 0
(c) Notice under section 116 ... ..	0 8 0
(d) Proclamation of sale ... ..	1 0 0
(e) Fee for sale ... ..	1 0 0
(f) Publication charges ... ..	11 8 0
(g) Postage ... ..	0 3 0
Total ...	15 7 0

(a) Mode of service of notices under section 112 is also ineffective. A simpler and more effective method of service of notices is very necessary. It is an admitted fact that the headman of the village is not in any way inferior in status and responsibilities to that of a process server, and it is therefore suggested that, after getting a list showing the correct address of the defaulters from the headman, notice by *registered post* (acknowledgment due) may be sent to the defaulters by the landholder, forwarding two more copies of the notices to the headman for being affixed on a conspicuous place in the village, and on the house of the ryot concerned as the onus of proof in regard to irregularities of service of notices is cast upon the zamindar in civil courts.

(b) Further, there has been abnormal delay on the part of the selling officer in conducting sales and in making delivery of possession of the lands purchased in auction. Some remedy is necessary to avoid such delays. Another difficulty is that the possession taken through the Revenue Department is considered by a civil court as *inconclusive* and so, it is necessary to make some suitable provision in the Act to treat such delivery of possession as conclusive and effective.

(c) Practically service of notices through the Sub-Collector under section 116 and publication of notices under sections 117, 123 and 124 in the District Gazette involve heavy expenditure, though no useful purpose is thereby served. Instead, the sale officer may be asked to send a notice of sale by registered post (acknowledgment due) to the defaulting ryot, as proclamation of sale is intended for publication only and not for service. By adopting this procedure there will be a saving of Rs. 12 in costs. Further 45 days' time-limit allowed for depositing rent under section 131 is long and so 30 days' time limit may be fixed as before.



IV. (a) & (b) 1. The zamindar as proprietor of the zamindari has got sole right from time immemorial over the water sources and courses, waters natural, artificial, perennial and occasional, within the ambit of his zamindari and the ryots are permitted, if required, to use such water for irrigating their dry lands on condition of payment of the usual ordinary water-rate and this right has been duly recognized by various decisions of the High Court and Privy Council (vide the Privy Council ruling in the Urlam Case, 40 Mad., 886).

2. The soilwar taram and rent on the dry ryot lands are fixed on the number and nature of crops raised, the yield and fertility of the soil in fasli 1212 and so, dry lands have no right to water-supply as appurtenant to them; but in case of garden and wet lands, water-supply is taken into consideration in fixing the taram and rent along with other facts as stated above, according as the lands are single or second crop registered wet.

V. (a) (i) Survey and preparation of a record of rights in estates are necessary but it is suggested that it should not be made compulsory as the cost of survey is prohibitive and it would not be possible for many zamindars and ryots to bear its cost owing to want of funds and it may therefore be taken up, as at present, on receipt of applications under section 164.

(ii) Survey, etc., may be made compulsory, if the cost of survey is fixed at not exceeding 6 annas per acre for all ryoti and cultivable lands and at three annas per acre for all unoccupied lands such as zamin wastes, forests, etc., the cost of the latter to be borne exclusively by the landholder, and the share of cost due from the landholder is allowed to be paid in instalments extending from 15 to 20 years.

(b) It would be fair, if the landholder and the ryot be made to bear the cost of survey of ryoti land in equal shares (excluding the demarcation stones which will be supplied by the ryots concerned) and the amount of share due from the ryots may be recovered by the Government direct as they do in quit-rent collections.

VI. So far as this zamin is concerned, no fee customary or otherwise is demanded or levied from the ryots in addition to the legal rent specified in the patta.

VII. (a) & (b) The ryots are permitted to graze their cattle on waste amanam and poramboke lands and also to take green manure and dry wood required for domestic and agricultural purposes from the above lands on free pass. According to long established usage prevailing in this zamin, the ryots have not got any inherent right to do so.

(c) 1. The ryots use public paths and communal porambokes for the purpose for which they are set apart and if they use it otherwise they will be ejected.

2. As regards the hills and forests, the zamindar is the absolute owner thereof from time immemorial and large sums of money have been invested on them from generation to generation in plantation of trees, etc., and in maintaining a permanent forest establishment for conservancy and to prevent stealthy removal of trees, etc.

3. The ryots are permitted to graze their cattle, excepting goats, on unreserved hills and forests on payment of a nominal fee.

VIII. (a) The Amendment Act VIII of 1934, Chapter VIII and rules framed there-under elaborately enunciate the principles to be followed regarding the irrigation works. The rules are very stringent and some more time may be allowed to see how they work.

(b) & (c) It seems too early to adopt such a course.

IX. (i) Yearly jamabandi is very essential for the sound administration of the estate. During jamabandi all the village accounts are checked to see whether all orders relating to assignments of lands and house-sites, patta-transfers, powthi, relinquishments, etc., issued during the fasli are duly carried out and the total beriz is correctly entered for furnishing rental statements to the Collector under section 80 of the Madras Local Boards Act.

(ii) It is necessary to make clear provisions by amendment of section 52 that exchange of valid patta and muchilka made in a particular fasli shall continue to be in force for all proceedings under Chapter VI of the Madras Estates Land Act so long as there are no changes of any kind. This will save a good deal of trouble and labour in writing up all pattas and muchilkas every year during jamabandi, since it really serves no purpose.

(iii) To get the above works done, the services of the karnam are indispensable. On him proprietors have no direct control and they are really at his mercy and so it is necessary that proprietors should be empowered to suspend the village officers and servants at least for a period not exceeding three months subject to right of appeal to the Collector.

If the Government really want that proprietors should get on with the administration of their estates satisfactorily in order to fulfill their solemn engagements, there should not be any hesitation in granting the above modest request.

X. (a) Any person who notifies himself to the landholder that he is the cultivator of a ryot's land can be recognized as such. Section 79 (2).

(b) Any person who cultivates on lease the private land of a landholder, may be styled as lessee.

(c) Under-tenants should have no legal status whatsoever.

XI. (a) It is suggested that the High Court should be the final and appellate authority in all proceedings arising between landholders and ryots and there is no need for the constitution of a special Tribunal for the purpose.

(b) All proceedings between landholders and ryots (Schedule, Parts A and B), may be tried in revenue and civil courts as at present.

XII. (a) It is suggested that unauthorized occupiers of lands in zamin, must be ejected through the Sub-Collector on an application made to him by the landholder. The trespasser shall be liable to pay as damages three times the annual rent payable on the land or on the adjoining land of similar extent and quality in addition to the value of trees cut and appropriated by him, if any, from the said land. Necessary provisions should be made in the Act since it is essential to put a stop to such unauthorized occupations which are rife and which many persons carry on with impunity.

(b) There is no such item in this zamin.

**Memorandum by the Shrotriyamdars of Natteri village, North Arcot district, dated 29th November 1937.**

We, the shrotriyamdars of Natteri village, North Arcot district, beg to submit as follows:—

*The history of Shrotriyam Natteri village.*

The village consisting of 4,730 acres, dry and wet, was gifted to 128 Brahmans of three Brahman communities, with full rights, about 175 years ago, by Arcot Nawab, Wallajah.

In 1864, when the village was settled by the Inam Commissioner, it was enfranchised and registered in the name of Sethu Ramachandrachari and 233 others jointly, on their agreeing to pay the fixed annual jodi of Rs. 3,984 irrespective of good or bad season, and a title-deed No. 764 was accordingly issued in their favour at their request. Thus the enjoyers possess both the melvaram and kudivaram rights in the lands.

Now, the village is being enjoyed by about 1,200 persons, inclusive of some of the lineal descendants of the said 234 persons and others who have purchased lands from them.

V. (a) It is necessary that our shrotriyam should be surveyed and records-of-rights maintained compulsorily.

(b) It is prayed that Government may have half the cost of survey and the remaining half being collected from the persons enjoying the lands.

VIII. (b) It is prayed that the repair of all the irrigation sources and works should be undertaken by the Government.

IX. The yearly jamabandi of this village is necessary as in the case of ryotwari villages.

XII. (a) It is necessary that it should be enacted prohibiting persons from encroaching upon the lands set apart for communal purposes. (Such as temples, public paths, roads, temple properties, tanks, etc.).

(b) We request that jodi may be fixed separately as per enjoyment of the landholders of their lands.

SHROTRIYAMDARS OF NATTERI VILLAGE.

**Memorandum by Mr. S. Ramachandra Ayyar, President, Village Mirandars' Nirvaha Sabha Committee, Perambur, Mannargudi taluk, Tanjore district.**

I. (a) The term 'Zamindar' does not mean the proprietor of the soil. The zamindar or landholder has only the right of collecting the rent due in respect of the land. He can never convert the ryot's lands as his own lands.

(b) The tenants have all kinds of rights—the right of enjoying the trees on the lands held by them, the right of constructing wells in their own lands, effecting improvements to the lands and compulsorily taking over the communal lands for common purposes and all rights of sale, gift and mortgage.

II. (a) A rent similar to the kist on ryotwari lands is fair and equitable.

(b) The rent should be fixed with reference to the average assessment or at a rate not exceeding the rate prevailing for similar lands with similar advantages in the neighbourhood, or, in case such rate cannot be ascertained, at such rate as the authorities may on application decide to be fair and equitable.

(c) There must be statutory provision for remission of rent. If remission is to be granted to the tenants, it is necessary to make statutory provision also for the remission of the peshkash paid by the zamindars.

(d) It is advisable to enunciate principles to determine what is a fair and equitable rent leaving it to the court concerned to arrive at the figure as and when a question arises.

(e) The Provincial Government should have reserve powers to revise or reduce the rents wherever they are inequitable. It is not necessary for them to take executive action through their Settlement Officers.

III. (a) The powers of collection of rent given to landholders do not require any revision.

(b) These powers may be left as they are.

(c) The easiest procedure is to tender pattas and muchilikas to the ryots and landholders through the Revenue Divisional Officer, to issue the notice in case of sale for arrears of rent under section 112 of the Act through the Revenue Divisional Officer, to serve the sale notice in the above manner after 30 days under section 114 and to issue the proclamation of sale 40 days after the service of this notice on the parties. Any other procedure will be more costly and complicated.

IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to the land. They are not a matter of contract between the tenants and the landholder.

(b) The landholders have a superior right in the water sources in the matter of executing repairs, etc., to tanks, sluices, dams, channels, etc., enforcing kudimaramat and distributing the water.

V. (a) The landholders have a superior right in the water-sources in the matter of which an application is made to the Government for the purpose should be surveyed. A record of rights should be maintained.

(b) As regards cost, only a portion of the cost of fixing boundary stones should be recovered from the tenants. The entire cost should be recovered from the zamindars.

VI. Any levies which are customary may be collected with the consent of the ryots. No levies other than these should be collected.

VII. (a) & (b) The tenants have got the inherent right to utilize the local natural facilities for domestic and agricultural purposes.

(c) The public paths are intended solely for the use of the public. The District Collector is empowered to allot communal lands for a different purpose. This power should be exercised on application by a landholder or a ryot or any interested person. The tenants have the right to utilize the communal lands only for the purpose for which they are set apart and to use the hill and forest porambokes for grazing purposes on payment to the landholder of four annas per annum for each animal and for gathering fuel, leaves, etc., on payment of a fee of one rupee per annum.

VIII. (a) The village munsif is legally bound to maintain irrigation sources and works. Hence, the court itself should prepare a scheme for this.

(b) The landholders are bound to maintain or repair irrigation works. Powers should be vested in the Provincial Government to undertake the repair or maintenance of such works when the landholders fail to do so.

(c) Such powers should be exercised on application by parties.

IX. Jamabandi as in the case of ryotwari villages is not necessary.

X. The legal status of the under-tenants in zamindari areas in relation to the pattadar and the zamindar should be the same as that of the other tenants.

XI. (a) The Board of Revenue should continue to be the final appellate and revisional authority. A Special Tribunal is not necessary.

(b) Actions and proceedings between the landholders and the tenants should be tried in Revenue and Civil Courts as provided in the present Estates Land Act.

XII. (a) The reliefs and remedies provided for in sections 163 and 163-A of the Madras Estates Land Act, in respect of unauthorized occupation of lands by the ryots are sufficient.

(b) The present law in regard to the collection by the landholder of Jodi, Poruppu or Kattubadi is satisfactory and does not require any revision.

S. RAMACHANDRA AYYAR.

**Memorandum by Mr. S. Subrahmanya Ayyar, Advocate and Inamdar, Kottur, Thottam village, Mannargudi taluk, Devakottai, dated 30th November 1937.**

Before I proceed to answer the questionnaire, I want to deal somewhat at length with one very important aspect of the problem of relationship between landholders and tenants which affects a very considerable section of the landholders and tenants and which has not been dealt with at all in the questionnaire. In view of the very unsatisfactory legislation which culminated in the Amending Act IV of 1936, by rushing through the legislature, during the fag end of the tenure of the last ministry, under circumstances which are still fresh in the minds of all people who have cared to watch the progress of the legislation generally known as Inams Bill, the nature and effect of relationship between the proprietors of the inam lands or villages and the tillers of those lands, as it obtained before the Amending Act of 1936 and the unmerited hardship and the special invidious distinction to which the inamdars have been subjected to and will be subjected to by the said amendment of the Estates Land Act, have to be carefully and fully investigated with a view to do away with the anomalies and to do the inamdars bare justice. I respectfully submit that the members of the present committee will be fully aware that even a leading Justice party member of the last Madras Legislative Council, viz., M. D. T. Ranganatha Mudaliyar bitterly protested against the methods adopted by the last Ministry with a strong bias against inamdars (see his letter, dated 31st March 1936 published in the *Madras Mail* of 1st April 1936). He even went to the length of characterising the constitution of the Select Committee as "a packed committee like the one so adroitly manœuvred." There were other informed criticism by some responsible members of the Justice party themselves, which were unceremoniously ignored.

The Amending Act IV of 1936 was nakedly a confiscatory measure and compensation provided is merely illusory. It is a mere trap. It was passed admittedly without investigation into the actual conditions of the inamdars in the various districts and the nature of the relationship between inamdars and their tenants. On the thoroughly wrong assumptions (1) that uniformity of conditions existed throughout the presidency and (2) that inamdars and zamindars stand on a parity of relationship in regard to their tenants from the standpoint of tenure as well as economic conditions. There is almost nothing in common between a zamindar and an inamdar except in very rare instances.

The inamdars in most cases are a large class of petty owners in an impoverished condition, their property having been subdivided into minute portions. The holdings are in many cases, so notoriously small and uneconomic that they do not admit of any dual ownership. The transference of property rights from one set of poor people to another set of poor people who, by mere accident happened to cultivate the lands in 1933-34 is ruinous and unjust. It is a very wrong assumption, that the tenants who happened to be in possession in 1933-34 were in continuous possession for any long period or on any fixed or uniform tenure. If enquiry be made, it will be found that the tenants except perhaps in some portions of the Andhradesa here and there, have been varying from year to year and that the conditions and terms of letting have not been uniform even with reference to the lands in a single village itself. The conditions and terms vary in their nature, extent and onerousness from one category of land to another category, from one village to another village, from one taluk to another taluk, from one district to another district, and from one group of districts to another group of districts. They are marked by varying local usages and practices governed by considerations of economic value of the lands let, regard being had to the nature of the soil,

nature and extent of the available facilities for irrigation and cultivation, the improvements made by the inamdars, nature of the crops that can be raised and the manner of investment by the inamdars. As. Mr. T. R. Venkatrama Sastrigal pointed out in a very informed article, published in the *Madras Mail* on 28th April 1936, the Government had no information as to how the tenants whom it wished to make permanent ones carried on their cultivation. He pointed out by facts and figures with reference to 35 villages in the districts of West Godavari, Guntur and Vizagapatam that 95 per cent of the inamdars owned below 30 acres, 82 per cent below 10 acres, and 58 per cent owned 5 acres. This included dry lands which we know do not yield in 90 per cent of the cases appreciably. Under these circumstances to assimilate the poor inamdars to the position of zamindars will in most cases amount to an oppression and can have no moral or economic justification. On the other hand it will lead to economic ruin.

One other aspect is this. Most of the present-day inamdars are not the descendants of the original grantees of the inams. The inam as well as kudikani lands have passed into several hands and more than 75 per cent of the present-day inamdars would be persons or institutions who purchased the inam lands or villages for valuable consideration taking the then existing right of the inamdar to both the warams. A large number of people irrespective of caste, or calling, come under the category of such inamdars, such as Government servants, traders, lawyers, employees in other walks of life, temples, charitable institutions and so on. The inam lands have been regarded as investment of savings by people of very limited means who form the bulk of such landholders of inam lands. In fact, they have been encouraged to invest all their savings or belongings in such lands by Act I of 1908 from the ordinary point of view of a prudent investor, by expressly making a distinction between inam lands and other lands and the sellers and the purchasers of the inam lands have been dealing with them purely from the standpoint of view of the rights safeguarded or guaranteed by section 8 of Act I of 1908 and especially by the exception to that section till Amending Act IV of 1936 was passed. Nor is it the case of large moneyed men grabbing at landed property and consolidating scattered or small holdings in the hands of petty or small tenants into big estates and elbowing out the tenants and placing them under their mercy, like European planters. It is a case of natural adjustment of middle-class and lower middle class people of all castes, ranks, walks of life, finding suitable investments in the shape of lands each to his limited extent guided by considerations of money value of the net return of yield according to the prevailing market conditions. They have in many cases made improvements at very considerable cost to such lands. The tenants merely till the lands, manured at the cost of the inamdar, with seed paddy given and in many cases with cattle supplied by the landholder and take a share of the produce. Not a single pie will be found to have been invested by the tillers in any of the lands. They cultivate the lands, in the absence of special terms of contract, on what are called waram system. Such tenants are called purakudi tenants in some places for example in Tanjore district and as cultivating tenants in some other places. The quantum of waram paid by such tenants varies with reference to the nature of the land whether it is punjai or nanjai and to the quality or the yielding capacity of the soil from district to district, nay from one part of district and to another part of the same district.

I shall illustrate my point. In the Tanjore and Trichinopoly districts, the landowners are not the actual tillers in more than 90 per cent of the cases. Except in the case of inam villages and Estate Land Act villages all of them are ryotwari landholders. The extent of their holdings varies from 1 acre and less to hundreds of acres and they include persons of various callings from High Court Judges downwards to peons, lawyers, merchants, easygoers, petty traders and even those who go generally by the name of farmers (குடியாளனவர்கள்). They do not actually till. Every year, every bit of land is let to some tiller or other. In some cases, they get lease deeds or stipulate their terms. In the absence of the same, they get their usual waram which varies from 82 per cent to 75 per cent of the gross yield. The cultivating tenant gets 18 per cent to 25 per cent and a share of straw bundles. The tenant bears the cultivation charges. This is going on from time immemorial. There is no grumbling, and no right is claimed to the soil by the tenant. In the inam villages and the Estates Land Act villages also situated in those districts, exactly the same state of affairs exists; only in the place of the ryotwari holders you have to substitute the inamdars having both warams or ryots of the categories of the persons above said. The cultivating tenants again are not the same as the inamdars or the ryots and they pay 18 per cent to 25 per cent waram to the inamdars or the ryots under exactly similar conditions. There will be no evidence in writing except in rare cases, when lease-deeds are taken, to show who cultivated any particular land under a ryotwari landholder or an inamdar or a ryot, in any particular year. When the lands are actually cultivated by hired labour called pannai, there will be complete dearth of evidence of any kind in writing. Such tillers further from year

to year, are a fluctuating body of people though they may be the residents of the same village or neighbouring villages. Never do you find except in very rare instances which are matters of accident that the same land is found tilled by the same man or by the same family of tillers from father to son, for any appreciable length of time.

Whereas in the Ramnad district, in the case of inam villages for lands in which both the warams belong to the inamdar, the cultivating tenant gets in some villages from 33½ per cent to 50 per cent of the total yield and in some villages the cultivating tenant gives what is called swamibogam, the rate of which varies from village to village either in the shape of yield or premium of money in addition to the 50 per cent of the total yield. There also there is not often the fixity of tenants and there is practically no written evidence to show who cultivated which land and in what particular year.

Hence there is no uniformity of tenure or uniformity or similarity of conditions and practices obtaining in the several parts of the presidency. They are governed by local conditions, needs and economic values of the lands, both from the owners' and the tillers' point of view. There is no system or regularity in the matter of preserving or even exhibition of a desire to preserve written records for the letting or the rate of rent, etc. The whole thing is left to the mutual honesty of the landlord and tenant. The attempt at grabbing either by the landlord or by the tenant is only occasional or exceptional. There has been no agrarian grievances worth notice and the even course of relationship different in different parts of the presidency between the owner and the tiller has been going on without anything happening hitherto to violently disturb the placidity.

If the law were to presume under such circumstances that the person who is last found actually tilling in 1933 should be the permanent occupancy ryot and to say that the burden should be discharged by the real owner that such man is not the occupancy ryot and that not by any evidence ordinarily and normally available in the natural course of human events, then it should be straight away confiscating the land from the owner and nothing short of that.

In the face of the abovesaid facts, it is most unjust to violently change the hitherto existing relationship between the landlords and cultivating tenants in the inam villages by unsettling the existing state of affairs, to complicate the relationship between them, to prevent by resorting to special rules of evidence and of presumption which are uncommon and arbitrary and which do not find parallel in any of the laws of any civilized country and by putting obstacles which no human ingenuity can overcome by any means, the inamdars from establishing their right till now enjoyed by them before ordinary tribunal and with the help of ordinary rules of justice and to award if in any extraordinary case an owner is resourceful enough to establish his interest in the face of such handicaps a compensation which is nothing short of mockery. The changes introduced by Act IV of 1936, should be abrogated with retrospective effect and the status quo ante between the inamdars and their tenants should be established.

If it is considered that the policy of the present Government also is, to bring about something like a uniformity of tenure in all proprietary villages as distinguished from the ryotwari villages of the Government, between the landholders and the tenants, and a permanent occupancy system should be encouraged, that should be done (1) on the principle of "no appropriation without adequate compensation" and (2) to the extent only it will be economically and morally just and equitable. It should not be to the extent of merely transferring lands from one set of poor persons to another set of poor persons who happen to be there by accident or without giving reasonable time to bring about a natural adjustment of affairs in that direction by introducing an element of option and selection so that automatically all the proprietary villages will have occupancy right system introduced in them within a stipulated period. No artificial and arbitrary rules of evidence or no special tribunal should be resorted to for the purpose of preventing the landholders from establishing their existing rights and interest. The compensation should be allowed to be worked out by ordinary law courts under the principles established in the Land Acquisition Act. Every inamdar who was entitled to the kudiwaram interest in any land which would come under the present definition of the "ryotiland" as amended by Acts VIII of 1934 and IV of 1936 should have the right for a period of 12 years from the passing of the Amending Act IV of 1936 of admitting any person to the possession of such land on such terms as may be agreed upon between them and that in the meanwhile no person in occupation till them shall acquire any occupancy right. This will bring about a natural adjustment without any heart-burning. This is only analogous to the provision already existing in section 8 under certain circumstances.

The invidious distinction made by the Amending Act IV of 1936 with reference to inam lands in the definition of "private land" by section 3, clause 10, sub-clause (c), should be done away with and the section as it stood before the amendment should

be restored with some modification to safeguard the interests of the land-owners of inam villages or inam lands which become estate for the first time by virtue of the amending Act.

The modification should be (1) for the purpose of not disturbing the inamdars having both the warams in lands of small extents say below 25 acres, and (2) for the purpose of enabling other inamdar land-owners of whole villages who are enjoying both the warams in all the lands, and who, therefore have not had the necessity to regard expressly particular lands as private lands as in the case of regular zamindari villages, to declare and set apart within a specified time, a small proportion of the cultivable lands in the village say 5 to 10 per cent as their private lands. I shall illustrate it by an example. The entire village of Kotturthottam, Tanjore district has been in the possession and control for some time of the District Collector of Tanjore and afterwards of the District Judge from the year 1867 downwards to 1930 as belonging to the Ranees of Tanjore in both the warams. All the tenants are cultivating tenants. The District Collector or District Judge has been periodically leasing the village in both the warams to the highest bidders and realising the income. The interest of the Ranees passed after 1930 to a number of persons who divided the same among themselves and who are enjoying the same by letting to cultivating tenants or by cultivation by hired labour. Are these lands private lands or not under the Estates Land Act? If not should not opportunity in fairness be given to them to allocate a portion as private land?

#### Part I.

In case the changes introduced by the Amending Act IV of 1936 are not to be completely abrogated and *status quo ante* established, I suggest the following alterations in the Act as amended for consideration as alternative :—

- (1) *Section 3, clause (10).*—Substitute for the present clause (10) the old clause (10) as it existed prior to the Amendment Act IV of 1936. Insert in sub-clause (a) the expression "let as private land or" after the words "proved to have been."
- (2) *Make* suitable alteration to safeguard the interests of the inamdars with regard to private lands whose lands have become an estate for the first time by the Amending Act IV of 1936 in the manner suggested supra.
- (3) In section (6) of the Act, *introduce* a suitable exception to clause (1) to the effect that the proprietor of the inam villages or lands which become estate for the first time by virtue of the Amendment Act IV of 1936, shall have the right for a period of twelve years from 1936, of admitting any person to possession as ryot of any land which becomes a ryoti land for the first time by virtue of the said amendment, on such terms as may be agreed upon between them and that in the meantime, no person shall have the power to acquire a permanent right of occupancy in such lands. *Amend* also suitably explanation 2.
- (4) *Section 8.*—Clause (3) shall not have retrospective effect with reference to inam lands or villages prior to the date of the coming into force of Act IV of 1936.
- (5) *Repeal* completely section 23.
- (6) *Repeal* present section 185 and *substitute* the old section 185 as it existed prior to amendment by Act IV of 1936. At any rate *abrogate* the second proviso to section 185.
- (7) *Repeal* completely sections 185 (A) and 185 (B).

#### PART II.

1. The question is only of academical interest. Any theory is at the most speculative. We have to deal only with the actual interests with their incidents as obtain to-day and we should not proceed to disturb the vested rights in the light of imaginary theories. There can be found as many supporters for the theory that the zamindar is the owner of the soil with equal strength of argument as for the reverse theory. In these theories very often wish is father to the thought. At any rate whatever may be said with reference to the pure zamindari estates as such, so far as inam villages, or inam lands are concerned there are many cases in which the inamdar was the holder of the kudivaram interest when the melvaram interest was granted in inam or the kudivaram interest has been purchased by the melvaramdar or vice versa or that both the interests have been purchased. This theory cannot solve the problem with reference to such cases.

2. This question seems to be based upon the assumption that money rent solves all difficulties. Rent on the basis of division of actual yield in kind removes all difficulties and anomalies and works out automatic adjustment of differences whether due to fluctuations in prices or yield due to any causes.

(a) It cannot be uniformly established what is fair and equitable rent. It all depends upon local conditions, usages, nature of the lands, facilities for irrigation and cultivation and the like. Under any circumstances 50 per cent of the gross outturn in kind will be a fair and equitable rent. If money rent is to be fixed it should be based on this 50 per cent waram in kind.

(b) The local usages obtaining in the different places give the correct guide to what is fair and equitable.

(c) If the rent is paid in kind by division of produce no necessity arises for making any provision for remission. The adjustment is automatic. If fixed money rent is payable there should be some statutory provision for remission during abnormally bad years under conditions which are called rajeegam and daiveegam (ராஜீகம் தெய்வீகம்).

(d) No. It will be unworkable and will lead to abuse and harassment of one party or the other.

(e) No.

3. (a) Not materially. The provisions relating to distraint of movables by the landholder without resorting to attachment of movables by officer or court may be usefully omitted.

(b) Nil.

(c) The existing provisions are good enough, provided the machinery of court which now administers the revenue law in regard to collection of rent, sale of holdings, etc., is replaced by a different machinery suggested in answers to the questions below.

4. (a) The right of the tenants to water-supply is inherent subject to the right of the landholder to regulate the same regard being had to the nature of the holding, nature of the crops raised, the conditions and state of the source of supply at particular seasons or periods and to the time-honoured usages and practices obtaining in the locality variable according to circumstances and local conditions.

(b) Yes. The right to regulate in order to safeguard his interests and the interests of the tenants as a whole especially when the interests of the individual tenants *inter se* may be conflicting. If the reasonable demands of the tenants are satisfied the landholder has absolute control over the disposal of the water.

5. (a) Yes.

(b) The landholder may bear one-third of the costs.

6. Reasonable levies for kaval, kanganam and the like which relate directly to the preservation and supervision may be made. Otherwise the landlord should not be entitled to levy anything more.

7. (a) They depend upon local usages varying with places and local conditions. The legislature need not interfere at all.

(b) It cannot be said that the tenants have got any inherent right in the matter.

(c) Here again rights should be left to be regulated by local usages. The legislature need not interfere.

8. (a) The present provisions in the Estates Land Act as amended up to date are sufficient to safeguard the interests of the tenants. No hard-and-fast rules can be laid down in the matter.

(b) No.

(c) No.

9. No.

10. There should be no recognition of separate status of under-tenants as such. Any such recognition will lead to complication and trouble.

11. (a) The Board of Revenue or any Revenue Commissioner may be the final appellate or revisional authority in matters left to be decided by the District Collector under sections 15 to 17-A, and 20 to 21 in Chapter II, Chapter VIII, Chapter XI and Chapter XIII.

(b) All other proceedings between landholders and tenants provided for in the rest of the Estates Land Act should be decided by special revenue courts, the presiding officers of which should be recruited from the cadre of District Munsifs not less than five years' standing. The appeals should be to the sub-courts or district courts, with revision to the High Court.

12. (a) The existing provisions are enough.

(b) No.

S. SUBRAHMANYA AYYAR.



**Memorandum by the mirasidars of Kargudi, etc., villages.**

I. (a) Adopting for the sake of greater precision and uniformity the terminology of the Madras Estates Land Act as it stands to-day we are of opinion that the 'ryot' alone is the proprietor of the soil and not 'the landholder'—be he zamindar, inamdar, shrotriyamdar or any other. Because it is well known that historically the zamindars were at the beginning only 'farmers of revenue'; who grew in course of time into miniature feudal chiefs as the Central Government weakened. Similarly, the inamdars and shrotriyamdars were merely in the beginning grantees of 'the royal share of the revenue.' Neither of the above classes can now claim to have become owners of the soil because their rights cannot be higher than at the beginning unless it be by subsequent purchases for valuable consideration.

(b) It will be seen from the above that the landholder has no direct or abiding interest in the soil of the estate holdings. All rights and interests therein vest in the ryot alone. He is the sole owner and proprietor of all rights in the lands of his holding from the centre of the earth right up to mid-air.

II. (a) In the answer to this we cannot be tied down to the definition of 'fair and equitable rent' contained in the present Act I of 1908. Because, the presumption which the Act allows to be drawn in favour of existing rents works in actual practice a great and real hardship. The sovereign rulers of ancient days, who (1) either granted the inams, shrotriyams or agrapharams or (2) for whom the zamindars were farming the revenue, were enjoined to collect and were in fact collecting, under normal conditions, only a sixth share of the produce of the land: and under that system the ryot had the benefits of the remaining five-sixths—see Fifth Report, Volume II, page 743.

"A fourth in time of need, a fifth and even only a sixth were the shares of the produce usually taken by the prince."

The present system obtaining in most estates of collecting rent on the basis of half the net yield has no parallel either in the past administration (Hindu or Muhammadan), or in any other modern sympathetic system of administration: the Government of the native States and of French India may be instanced in this connexion. According to manu one-sixth of the gross outturn alone is the rajabagam. Even the Moghul rulers whose regal splendour and pomp and display together with their costly equipage and the huge armies of occupation required for consumption all available amounts of moneys and who levied therefore, it is contended, oppressive assessments limited their demands at the outside to just a fourth of the produce of the land and that too was based and calculated on an average of the best and worst land incomes in the village—see *Ayni Akbari* by Raja Todar Mal, Volume II. Further the avowed policy of the Government of India itself as adumbrated in their resolution on 'land revenue policy' in 1902 is one of "progressive reduction of the kist demand on land." So, viewed in every aspect it is just and proper that "fair and equitable rent" should be fixed at not more than a fifth of the gross outturn of the lands based on a correct and true average of the best and worst land incomes in the villages concerned.

(b) In addition to the considerations outlined in the answer to question II (a) it should also be seen to that in no case, does the total levy by the inamdars, shrotriyamdars, or agrapharamdars exceed in money value the amount for which the inam, shrotriyam or agrapharam was originally confirmed and recognized in their favour by the Inam Commissioner at the time of the inam settlement. It should be treated as if there was on that date a tripartite permanent settlement by which the ryots became liable to pay only that much which was confirmed or recognized and therefore were entitled to take all that remained over and above that amount and appropriate the same for their own benefit; even so, as on that date, the inamdars' liability to pay quit-rent or kaval fees, to Government, is deemed to have become fixed so to say and they therefore became entitled to appropriate the balance accruing in their hands out of the melvaram amount collected for their own personal benefit.

We further submit that so far as the lands in the Tanjore districts are concerned at least a 25 per cent reduction from the gross outturns (சொலாபம்) already obtaining and in vogue as per the existing accounts should be made on account of (1) soil depletion due to continuous cropping for centuries past under the same unvaried and monotonous system of cultivation and (2) the loss of rich manurial silt deposits due to the various dams and anicuts built recently across the Cauvery at various stages. On account of the ryot having been deprived of the rich and plentiful alluvial deposits of high manurial value with which the Cauvery was flooding his lands in olden days in abundance and at no cost he is now obliged to manure his fields at great cost in order to overcome the effects of the soil depletion. This he is unable to do. So, production

progressively decreases. A certain leading mirasidar of this district observed once that he was "very much afraid that the day was not far off when our lands will become paddy-sick as they have been subjected to centuries-long cultivation without proper manuring as this means much cost." His said observations are pregnant with meaning.

(c) Yes. There should be statutory provision for remission. It should not be made a matter of grace nor left to the whim or caprice of the landholder either to grant remission or not. In proper cases and for proper reasons remission should be made claimable as of right but it is not easily possible to lay down or define any set of principles apart from what may be deemed just and proper for ryotwari areas adjoining. Because estate villages and ryotwari villages lie so closely together, interlaced as it were, in Tanjore district and are often times served by the same irrigation channels so that whenever a case for remission exists in the one set of villages, it is difficult to see how it does not apply to the other set also. To speak of the general principles employed (or to be employed) in the fixing of both the gross outturn (ஒலவாறு) and the melvaram and to argue therefrom that remission should be left to the goodwill of the landholder is to speak as if it is the duty of the ryot to save the difference between the melvaram levied and a rack-rent that might have been levied under a different system—to save it, against the possibility of exceptionally bad times because it is certain for one thing that very few landholders will ever grant remission unless either compelled by law to do so or driven thereto by other circumstances and forces. Also it is absurd to suggest that ryots should reduce their expenditure, cultivate prudence, and save against a rainy day. Such talk is bad economics. "People save in good times against a rainy day for themselves and their children." It would be novel that they should be counselled to save in order to be able to pay the normal amount of melvaram when abnormal conditions have been prevailing calling for abatement of the rent claim, which in truth, basically speaking, should rest on a proportion of the particular year's outturn alone and not be conditioned by past savings.

(d) As the terms and conditions obtaining in different estates differ so vastly from one another it would not be feasible to settle the rate or share of rent for a particular 'area' once for all if by area is meant anything different from an 'estate.' It would be advisable to enunciate definite principles and then the question of the rate or share of rent will have to be determined with reference to those principles.

(e) In order to avoid any misapplication of the above principles and also the consequent miscarriage of justice thereby, the Provincial Government should have power to revise, alter or reduce the rents so determined. But it should neither be by executive action nor through their Revenue Settlement Officers because they have for so long been steeped in a tradition of their own and will find it naturally therefore almost impossible to look at facts and circumstances with a correct perspective.

III. (a) Yes. The powers of collection now given to the landholders under Act I of 1908 should be revised so as to rid their exercise of the capacity for mischievous and malicious harm doing which surrounds them now, and vitiates their exercise altogether. Firstly the power of arresting the person of the defaulter and committing him to prison should be scrapped. The analogy of a civil debt can never apply to a rent arrear; because rent is a necessary incident of holding ryoti land and it can by no stretch of imagination be equated to a money debt contracted on personal credit solely. If the landholder be ungenerous and unsympathetic enough not to come to an amicable understanding with his ryots he has himself to blame. He should not be permitted to tyrannize the unfortunate ryots by filing suits against them, getting decrees and executing them against their person 'or other movable properties.' Not only the lands of the ryots' holdings are security for the rent dues but also the crops standing thereon. More than that the landholder is not entitled to as a matter of equity. Imprisonment even for a civil debt is looked upon in advanced circles as a relic of barbaric times; and the Civil Procedure Code has recently been amended (though in a halting manner) by Act XXI of 1936. Therefore any improvement to be effected to the Estates Land Act at this date must take in and embody the abolition of arrest and imprisonment for rent decree as well as the levying of execution by attachment and sale of the chattels of the defaulter. In the case of attachment of the crops standing on the holdings it is not desirable or proper to inflict a stranger as 'receiver' to cut and gather the crops, sell them and bring the price into court. Such procedure reads no doubt, all very well on paper; but in actual practice it works tremendous hardship. Receivers are perhaps a necessary evil when property has to be in *custodia legis* and has got to be administered as such; but in the case of property which in its nature is liable to speedy decay or which requires careful tending and supervision before it is gathered in due season no one should be appointed as receivers who are strangers to the locality or to the methods of agriculture or to both.

We suggest that if for any reasons attachment of crops has to be resorted to, the defaulter himself should be appointed receiver to cut, gather, sell the crop and bring the sale-proceeds into court—all however to be done under the supervision and joint responsibility of the headman of the village concerned. A small remuneration, say of 1 per cent to the village headman, will be enough compensation for his trouble of supervision and control. Needy and briefless lawyers living in out of the way places unacquainted with agriculture mostly or retired officers of subordinate ranks should not be appointed receivers (as now) for obvious reasons. And, generally speaking, attachment of crops should not be granted except for extraordinary reasons to be set forth in an affidavit sworn to by the landholder himself or by his power-of-attorney agent and heavy penalties should be imposed as safeguard against any light-hearted exercise of the said power. Ordinarily the landholder should have the right only to proceed against the holding except of course in cases where after the coming into force of the present contemplated revision of juridical relationship between them both a valid muchilka has come to be exchanged between the ryot and the landholder providing for other rights also being had in respect of collection. And in the sale of holdings too, certain necessary safeguards will have to be imposed. Notice of intention to sell should be served on the defaulter by *registered post* and it should be made possible for the ryot to file the suit contesting the right of sale within two months if he chooses to do so. The procedure for the trial of these suits should be the same as for a civil suit. They are even now called summary suits; and we shall be excused for saying that the courts which are now saddled with the duty of deciding these causes dispense a sort of "summary injustice" in most of such cases. We do not blame them either; they are not capable of greater or better effort or effect even if they honestly desired to do so. For very few men of the requisite legal talent or calibre or even judicial training happen now to preside over such courts. There is on that account therefore a strong case for taking the jurisdiction over these rent causes out of the purview of the revenue courts. Very complicated questions of law often times do arise and the ordinary civil courts alone should be vested with the power to deal with these cases. Great injustice is done and irreparable injury is inflicted by allowing more property of the defaulter to be proceeded against by way of sale than would be equivalent in value to the amount of the arrear claimed (despite section 126 of the Estates Land Act). The enquiry into the value of the property under section 116 is now done in a most haphazard fashion. Rent arrears being first charge on the holding and the court sale in respect of such arrears passing to the purchaser a full and absolute title free of all encumbrances the effect of such a haphazard fixing of the value or extent of property to be sold can more adequately and approximately be imagined than described. It has become a very common and notorious complaint that even judges now presiding over civil courts are many of them wooden and unimaginative and are obsessed more by a deplorable haste to get through a number of causes every quarter than to guide themselves by reference to a commendably high ideal or to acquit themselves in such a way as to achieve a fair measure of conscientious justice. Perhaps the poet was not altogether exaggerating when he sang

" The hungry judges soon the sentence sign,

And wretches hang that jurymen may die." (Alexander Pope.)

The above couplet directed to the parodying of the dispensation of Criminal Justice in England in his days may well be recalled and applied in its spirit though not in its letter to the dispensation of the so-called justice now in civil courts in our Presidency and all the more so in summary courts nowadays. Therefore we desire to point out that both the fixing of the value of the property brought to sale and the determination of the extent of property to which the sale proceedings should be limited should be made judicial processes—vagaries wherein should be rendered capable of being set right at least by an ultimate Second Appeal to the High Court. Coming now to the actual sale, we must point out that the collection from the ryots ultimately though not immediately of the charges for the publication of the sale proclamation in the district gazette imposes on the poor ryots a very heavy burden for nothing. Such gazette publications do no real benefit whatsoever either to the landholder or to the ryot. Adequate publicity is no doubt desirable and may even be a necessary safeguard from the ryots' standpoint; but the charge which he is now called upon to bear therefor, by these publications is out of all proportion to the benefit he is supposed to derive thereby. It should be done away with. The levying of a poundage fee for the sale should also be dispensed with. Even if they cannot for administrative or financial reasons be dispensed with the ryot should in no event be made to bear those charges. The court-fee for a suit under section 77 of Act I of 1908 as also for appeal and second appeal therefrom should be fixed at a certain scale (say at Rs. 10) for a maximum while admitting of lesser valuation ad valorem according as less amounts are claimed. To the same effect should the court-fee on an appeal and second appeal against suits under section 112 be fixed—thus nullifying

in some cases (viz., of cases of ad valorem fees going up beyond Rs. 10) the effect of the recent Bench decision of the Madras High Court reported in 1937, M.W.N., page 659. Again the present Act I of 1908 provides for only one mode of getting a sale of holding cancelled, i.e., by the deposit of the arrears. In cases where the landholder himself happens to be purchaser the solatium should be dispensed with and even in the case of strangers a solatium of  $\frac{1}{2}$  per cent alone should be allowed as that alone will deter speculators from trading in these sales. Further the rent sale should be made liable to be set aside for other legal reasons as well, e.g., fraud, material irregularity, mistake or misrepresentation or for concerted action resulting in damage to ryot though not amounting legally to conspiracy—by means of an application being made for that purpose. The court-fee on all applications under the Estates Land Act should be fixed at 1 anna and not higher. The right to deposit the amount of arrear (together with  $\frac{1}{2}$  per cent solatium in case of purchases by strangers) must be saved pending the determination of a bona fide petition to have the sale set aside for other causes infirmating the same. The two rights should be preserved to the ryot cumulatively and consecutively. They should not be made mutually exclusive as now despite any stringent provisions in the Civil Procedure Code to any contrary effect.

IV. (a) The right of the ryots to water-supply is an inherent one as being appurtenant to his holding lands in the estate. For land, water and labour are all necessary to raise a successful crop. The reason why the amani tenure was the most favoured one in ancient days and was looked upon as the most equitable and was therefore the chief one obtaining most largely in those days was perhaps because it served to require both the parties (melwaramdar and ryot) each to discharge his share of the obligation dutifully and with diligence, the one with respect to water-supply and the other with respect to application of labour. But now (or latterly) when for reasons of administrative convenience, rents have come to become fixed in a way with reference to குவாரி, a different construction of their respective obligations cannot be allowed to prevail; for, otherwise the base of the jural relationship between them will fall to the ground or get knocked out. No doubt it would always be open to the landholder and ryot to agree to special terms or stipulate for specific advantages and benefits in respect of landholder's exclusively-owned water-sources, e.g., for the raising of special kinds of crops or a larger number of crops by the use really of an excessive amount of landholder's water (and not otherwise). But in the absence of such specific stipulations the right to water-supply is an inherent right possessed by the ryot and does not rest on contract.

(b) Very few estates in the Tanjore district have water-sources in them though there are a number of water-courses running through them. We are unable now to think of any "superior rights" which landholders may have in them; because such water-courses are all Government controlled streams now under management of the Public Works Department.

V. (a) Except in the case of Kariyedu villages (which are very few and may be said almost to be a rarity) all estate villages must have the advantages of modern scientific survey and there must be the record of rights for them. At page 408, paragraph 17 of the Tanjore District Annual, Mr. Venkaswami Rao has described under the heading of Pasungarai (பசுங்கரை) such Karayedu villages and their incidents. He himself has recorded later, that is at page 410, paragraphs 18 and 19, that both the samudayam and kariyedu type of villages had become obsolete even on the date of the compilation of his manual. He observes further that there were no materials available to him to show to what extent the samudayam tenure prevailed as long ago as 1799 when the district came under British rule. Therefore we are justified in saying that at the present day either type, i.e., samudayam or karayedu villages is a rarity really. They may well be said to have long long ago become obsolete and given place to the system of ownership in severalty, but in certain estates even at this date when ownership in those estates is indisputably held on the severalty basis the landholders persist in maintaining a sort of karai and pangu account in their offices which has no relation whatsoever to existing facts and they claim rent as per those accounts even where the recent record of rights operations and the surveys conducted thereunder give extents of holdings and incidents of tenure differing very largely from the karai and pangu extents. Such claims should not be allowed in respect of villages which have long ceased to exist on samudayam or karayedu tenure. We know for instance that karayedu tenure exists even to-day in a village called Ganapathi Agraharam in Tanjore district, Tanjore taluk, but we do not know of many other instances. The practice of levying rents on an obsolete karayedu or samudayam basis which has no relation to existing facts, or to field conditions and enjoyments or to the record of rights should be declared illegal. In all cases and for almost all purposes where a record of rights does exist that alone should be made the sole guide for deciding questions of tenure arising between melwaramdar and ryot.

(b) In the cases of estates for which no survey and record of rights has yet been prepared, when the question of such preparation comes to be mooted the cost of such should be borne in equal thirds by the Government, the landholder and the ryots.

VI. The landholder should not be allowed to demand any levies or cesses, customary or otherwise beyond the rents proper leviable in respect of the ryoti lands in the occupation of the individual ryots. All cesses like water-cess and land-cess should be borne only by the landholder and no portion of it should be collected from the ryot by any means whatsoever.

VIII. (a) The right to water-supply being an inherent right owned by the ryot as being appurtenant to his ownership of the lands of the holding and the landholder figuring as a sort of Government towards him by virtue of his position as grantee of the royal share of the revenue, it is the duty of the landholder to maintain in a condition efficient enough for adequate water-supply all the irrigation sources—which term would include and cover all irrigation and drainage water-courses—at his own cost. In many estates landholders have neglected the irrigation and drainage channels' repair works for so long a time and so woefully that they are now in a very bad state of disrepair and will need to be re-established and re-formed so to say. It must be made obligatory on landholders to deepen and widen the irrigation and drainage channels serving the estate villages very diligently and regularly; and particularly if a representation in writing be made in that behalf by at least fourth of the ryots belonging to the estate and who represent amongst themselves a third at least of the total extent of the holdings in the village.

(b) If the landholder upon being so requested to do so, fails for a month thereafter to carry out such repairs as are notified to him it should be competent for the petitioning ryots or any of them to lodge a copy of the said notice with the Tahsildar of the taluk or the President of the Irrigation Board for the area in which the estate is situated and proceed with the repair works themselves and on completion thereof the entire cost of it shall be recoverable from the landholder either independently as such or by adjustment towards the rents due by the ryots unless the officer with whom the notice copy is lodged thinks fit to disallow the same on the ground that the works carried out were not of a necessary nature.

(c) The Provincial Government should have powers vested in them wide enough to take *suo moto* action through its officers and thus save illiterate or down-trodden ryots from the consequences of their ignorance or lethargy or poverty or other cramping causes.

IX. A very real jamabandi is necessary every year in which all points in dispute between the melvaramdar and the ryots could be brought up and sought to be settled by discussion and negotiations. Even the ryotwari jamabandis of the present day type are not altogether satisfactory. Possibly, more of efficiency or thoroughness, born of closer contract between the ryots and the Government, cannot reasonably be expected of a huge machinery like the Government, but such excuses should not avail the landholder. He must come into intimate contact with his ryots, learn their grievances and attempt to remedy them. Therefore his jamabandi must be a more real one. If differences arise therein between the landholder and ryot over any particular item or items which do not get settled by friendly discussion at the jamabandi the matter should be referred for decision to a chosen central authority whose decision should prevail tentatively subject to its being challenged in a court of law by the aggrieved party on an application being made to vacate it.

#### General.

A. Though in the foregoing paragraphs we have indicated that 20 per cent of the gross outturn (உலவாரம்ப) should be fixed as "fair and equitable rent" still it may be thought advisable sometimes or found expedient and convenient to fix a money value for the rents so determined. In such cases we suggest that the Government should annually determine and publish for each firka or mahanam as the case may be an average of the prices for the particular grains (payable as rent) calculated for the whole of the season during which such grain would have been payable at the threshing floor of the village had the amani system continued to exist even at this date.

B. An economic rehabilitation of the impoverished estate ryots is urgently necessary. The estate ryots have been more severely hit economically than their neighbouring ryotwari brother ryots because it is a notorious fact that rents in estate areas are nearly three to four times as much as the kists rates in surrounding ryotwari areas. Therefore during all these years of deepening depression and very low and uneconomic productivity the estates' ryots have been bled white to satisfy the landholders' exorbitant demands. So, it is, under the present circumstances, eminently necessary, and we would say, urgently called for, that all existing arrears of rent claimed from estate ryots on this date should be wiped out and the estate ryots should be started on a new era to pursue a life of vigor and comfort.

MIRASIDARS OF KARGUDI, ETC., VILLAGES.

**Memorandum by Mr. R. Srinivasa Ayyar, B.A., B.L., Secretary, Mirasidars' Association, Pattukkottai, dated 30th November 1937.**

1. (a) First of all I wish to point out that the term 'tenant' in the question is not appropriate. The proper term to be used is "ryot" if only the cultivator of ryoti land in proprietary areas is to be denoted and I presume it is so. To come to the question proper, it seems to have been considered by eminent judges in several cases. According to the Hindu common law it appears that a right to possession of the land was acquired by the first person who makes a beneficial use of the soil and he was entitled to occupy it so long as he paid the portion of the produce assessed by the state. Several earlier decisions of the Madras High Court (commencing from 9 Madras, 175) have proceeded on the footing that the sovereign was not the sole proprietor of all the land in his dominions and that the ryot did not claim his rights through the zamindars, who had only a right to a share in the produce. But the latest view on the point is expressed by the Privy Council thus: The mere fact that rulers in India generally collected their land revenue by taking a share of the produce of the land is not by itself evidence that the soil of land in India was not owned by them and could not be granted by them. The fact would support the contrary intention that the soil was vested in the rulers who drew their land revenue from the soil generally in the shape of a share of the produce in the land 41 Madras, 1012. The sovereign right to waste lands has also been always conceded. An eminent judge West, J. of the Bombay High Court, has stated in 3 Bombay, 452 that "under the British rule, though its introduction would not extinguish private rights already fully acquired, the principle from which we must start is that waste lands belong to the state." Other authorities holding similar views are not wanting and I may refer to 28 Madras, 257, 40 Madras, 410, 40 Madras, 722 as some of them.

The prevalent idea with reference to cultivated and waste lands is thus in favour of the sovereign's rights to the soil and not merely to the land revenue thereon.

In addition to this I may also point out that in practice the zamindar or the inamdar as the case may be has always been exercising an absolute right in respect of all waste lands in his estate. He is also the absolute owner of all porambokes including tanks, tank-beds thrashing floors, etc., and has been exercising such rights. He can distribute waste lands in the fore-shore of tanks to any one for cultivation as he pleased and under any conditions. In every zamin village there is "private land" which is in the actual possession of the landholder. The landholder whoever it may be, has also been letting portions of waste lands in his estate to any one he pleased for reclamation under special contracts or on payment of premium.

As against so much material and proof that the zamindar or inamdar is really the proprietor of the soil, there is one important circumstance against such right in zamindars only and it is their origin, which can be gathered from ancient writers like Mr. Phillips in his "Law of Land Tenures in Lower Bengal" or his book on "Landholding and the relation of landlord and tenant" and Harrington's analysis. Harrington's definition of a zamindar may be taken as sufficiently accurate and runs that "a zamindar appears to be under the Moghul constitution and practice, a landlord of a peculiar description, not definable by any term in own (English) language, a receiver of the territorial revenue of the state from the ryots and other under tenants of the land, allowed to succeed to his zamindari by inheritance, yet generally required to take out a renewal of his title from the sovereign or his representative, on the payment of a fine of investiture to the Emperor and a Naziman or present to his provincial delegate the Nazim; permitted to transfer his zamindari by sale or gift, yet commonly expected to obtain previous special permission; privileged generally to be the annual contractor for the public revenue received from his zamindari, yet set aside with a limited provision in land or money when it was the pleasure of Government to collect the rents by separate agency, or to assign them temporarily or permanently by the grant of a Jaghir or Altinga . . . entitled to any contingent emoluments proceedings from his contract during the period of his agreement, yet bound by the terms of his tenure to deliver in a faithful account of his receipt." This definition of a zamindar pre-supposes that originally he was employed by the state only as a Collector of revenue but that his position was strengthened in due course.

In the Madras Presidency by the introduction of the permanent settlement proprietary rights in the zamindari were vested in the zamindar. In fact the short title of regulation No. XXV of 1802 states that it is "A regulation for declaring the *proprietary right* of lands to be vested in individual persons and for defining the rights of such persons, under a permanent assessment of the land revenue in the British territories subject to the Presidency of Fort St. George." The preamble to the said regulation

also states that the British Government has resolved to grant to zamindars and other landholders, their heirs and successors a permanent property in their land in all time to come, etc. The permanent settlement regulation vested in the zamindar (a) the right to collect the Government land revenue from the ryots in consideration of his paying to the state a certain proportion of that revenue as peshkash; (b) a permanent tenure instead of being an assignee or farmer for a term; (c) the right to transfer or alienate his rights as zamindari; and (d) the estate was made heritable.

In so far as inamdars are concerned the position is different. They are persons to whom grants have been made by Hindu or Muhammadan sovereigns for meritorious services or other reasons. Such grants have been either of land itself or merely the land revenue. The question whether the land itself or merely the land revenue was granted depends upon the construction of the original grant if available or on the evidence adduced by the inamdar concerned, about what was granted. That there is no presumption that the grant was only of the land revenue and that the decision as to what was granted had to be decided with reference to the facts of each case has been laid down by a series of decisions of the Privy Council. These decisions have been considerably weakened or we may say almost abrogated by the passing of Act XVIII of 1936 by the Madras Legislature whereby all inam villages have been brought into the category of "Estates" and thus all cultivators of lands in inam villages are ryots with permanent rights of occupancy. But for this piece of legislation which has been universally condemned the proprietor of the soil in inam villages will be the inamdar where the grant was of the land and the State where the grant was only of the land revenue.

In all estates, zamindars or inam villages, the preponderant view appears to be that the landholder (zamindar or inamdar) is the proprietor of the soil, while the ryot has a permanent right of occupancy, i.e., a right to continue in possession of the land in his occupation on condition of paying rent to the landholder and liable to ejectment when he makes use of the land for purposes other than agriculture, or otherwise materially impairs the value of the holding by rendering it unfit for agriculture. The ryot is not the proprietor of the soil. He can only cultivate it. He cannot build upon it or quarry. In the sannads issued by the British Government to the zamindars, rights of seigniorage have been specifically reserved to zamindar, so that the latter are entitled to quarry or excavate mines or charge fees if the ryot quarries on his own land. All these point out to only one conclusion that the landholder (the zamindar or the inamdar) is the proprietor of the soil.

Though the question restricts itself only to zamindars, as all kinds of landholders and their relationship with their ryots are under investigation I have dealt with the question generally.

I. (b) This question has also been answered under part (a) above. But certain differences between the rights of both may clearly be stated under this part of the question.

*Ryot's rights.*—(a) Is only entitled to cultivate the land and continue in occupation on condition of paying rent;

(b) is bound to pay rent lawfully due on the land for cultivating it;

(c) has preferential right to effect any improvements in the land, such as sinking well, planting groves, etc.;

(d) can only cultivate the land. Is bound not to impair the value of the holding by making use of it for any purpose other than agricultural purposes; and

(e) his rights are heritable and transferable but subject to a fresh charge for arrears of rent.

II. (a) A "fair and equitable rate of rent" is not the rate that is obtainable by free and open competition but the prevailing rate payable by the same class of ryots for lands of a similar description with similar advantages in the same village or in the neighbourhood depending likewise on the value of the produce and the cost of production. It may be the average rent that the ryot himself has been paying or was bound to pay for a period of ten years preceding the time when fair and equitable rent for the land is to be determined.

(b) They are (a) the contract if any between the landholder and ryot or patta and muchilka exchanged or decreed between the parties; (b) average annual rent that has accrued due to the landholder during the preceding ten years excluding years declared by Local Government to be famine years; (c) the improvements if any effected at the sole cost of the landholder or the ryot; (d) rent payable for similar land of similar description with similar advantages in the neighbourhood; (e) the value of the produce and the cost of production; (f) the area of the holding; and (g) the number of trees if any yielding income.



(c) No statutory provision is necessary. In the interest of peace between landholders and ryots, in the interests of the well being and prosperity of both landholders and ryots, for advancing the progress of agriculture it is better to settle a fair and equitable rent in all proprietary estates subject to reduction or enhancement as provided in the Estates Land Act. Question of statutory provision for remission of rent does not arise in any case where rent is payable in kind. It does not also arise in cases where rent has been commuted into cash rent, as such rent is usually fixed on averages and is liable to reduction or enhancement only periodically as provided by statute. In all cases of rent payable in pursuance of a private contract between the landholder and ryot no statutory provision for remission is necessary as the contract is entered into with open eyes and the provisions of the Contract Act are wide enough to relieve cases of undue influence or coercion.

(d) Almost all estates have been surveyed and a Record of Rights prepared. The best course will be to settle the rate or share of rent payable in respect of each kind of land or tree in each estate either in kind or in cash with reference to the several factors indicated under question II (b) above. To adopt the other alternative course of allowing the court or officer to fix the rate on application will entangle the ryot in wasteful litigation and put him to much inconvenience and loss. An experienced Settlement Officer who will take the matter on hand and fix a fair and equitable rent once for all to the best of his judgment, subject of course to appeal and revision or second appeal will be able to render justice between the landholder and the ryot. He will camp in the village, inspect the lands concerned as also adjacent lands make such enquiry as may be provided for and decide the proper rate of rent once for all. The rent so fixed may be made liable to enhancement or reduction periodically only as provided for in the Estates Land Act.

(e) Provision for a fresh appeal to the District Judge and a Second Appeal to the High Court or to the Collector and Board of Revenue will more than suffice. Further reserve executive powers in the hands of Local Government are not necessary.

III. (a) No. The methods of collection of rent provided for in the Act have been working satisfactorily except that it is highly costly which is detrimental to the interests of the ryots. This matter will be dealt with under the next question.

(c) (1) Distraint and sale of movables of the ryot? This is now done by the landholder himself or by his authorized agent and report to the sale officer. The cost of bringing the property to sale and realizing the arrear must be considerably reduced. In cases of distraint of cattle (except the exempted ones) the amount realized by sale is swallowed up by the cost of maintaining them from the date of distraint to the date of sale. Cases of distraint of cattle should be made only by the Revenue Inspector and sold by him at once or within three days at the most after due publication in the village itself and in the neighbouring villages. The cost of sale and proclamation should be a minimum.

(2) *Suits, decrees, and execution.*—The cost incurred by the landholder in filing suits for arrears of rent and executing the decrees are very excessive and the ryot pays very heavily for the cumbrous and costly procedure. The Court-fee now paid on suits is at the scale prescribed for original suits even in cases of claims of small sums. Majority of cases are decided *ex parte* and are disposed off in consolidated batches. Even in civil courts for small causes a court-fee of Rs. 7-8-0 per hundred is levied, while for rent suits it is Rs. 11-4-0 per hundred. I would suggest that for rent suits a court-fee of four annas for every ten rupees or part thereof will be more than enough.

In execution proceedings also the procedure prescribed by the Act is highly costly. The cost of publication in the District Gazette is heavy. It is unnecessary as ordinarily no ryot or landholder looks into the District Gazette. Even for small sums the cost of publication is so heavy that the aggregate amount payable by the ryot including costs of execution is so prohibitive that the ryot finds it impossible to pay and has perforce to leave the land sold as it is beyond redemption.

In the procedure prescribed for distraint and sale of holding in sections 111, *et. seq.* of the Act, the cost of service of notice on the ryot the cost of application for sale cost of proclamation and the warrant of sale should be considerably reduced. The provision for publication of the order of sale and proclamation of sale and the sale certificate (vide sections 119 and 124) in the District Gazette should be deleted. The provisions of section 121 are so used that if on the date of sale first fixed by the court there are no bidders for the upset price fixed by the Court, the sale is adjourned to the next day and knocked down for "whatever price may be offered for the property", i.e., for nine annas or one-anna even. Thus all the trouble taken by the Collector in issuing notices to ryot and fixing the upset price is wasted and the selling officer usually a Revenue Inspector adjourns the sale next day and sells the property for a song. This provision should be suitably amended by allowing the holding to be sold for a fair price, even if purchased by the landholder. The purchaser whoever it be must acquire an indefeasible right to the occupancy right and if the landholder purchases it the land should thereafter become his private land to be dealt with by him as he likes. To this extent sections 3 (10) and 6



of the Act should be amended. Otherwise the ryot does not pay the rent due under the impression that the landholder even if he purchases the holding has perforce to allow it to be cultivated by the ryot or his neighbour who will then acquire occupancy rights without payment of any price for it. A combination among ryots not to purchase the land also compels the landholder to buy. The poundage collected in all cases of sale of movables or immovable property should also be reduced considerably.

IV. (a) & (b) I presume this question relates to wet lands under the ayacut of a tank or other ancient irrigation source. In such cases the right of the ryot to water-supply is appurtenant to the land he occupies. The landholder is bound to supply water, i.e., keep the source of supply in proper condition and allow the ryot to make a proper use of the water as he may customarily be entitled to. Of course the landholder being the proprietor of the irrigation sources is entitled to improve it, store more water, or compel the ryot to make a more economical use of the water and increase the area of cultivation or the number of crops grown. The ryots are bound to supply the customary labour for carrying out minor repairs in the tank or other source. The supply channel if any to fill up the tank should be annually cleared of silt by the ryots and breaches closed. The landholder is not entitled to diminish the capacity of the source to the detriment of the ayacutdars and if he gets a declaration from the Collector under sections 20 and 20-A of the Act then the landholder is entitled to make such use of the land occupied by the source or the source itself as he likes. As the landholder maintains the source in tact at his cost, it is but proper that he must be solely entitled to the fishery in the source unless by contract or grant the ryots have acquired such rights.

V. (a) & (b) Yes. This is most essential. The Government should of their own accord and at their cost proceed under Chapter XI of the Act in the interests of peace in all estates. If the Government is of opinion that the cost should be borne by the landholder and the ryot then the most equitable course will be (a) in estates where rent is payable in kind, in the same proportion as the produce is being shared; (b) in estates commuted cash rent is being paid, the landholder to pay 1/3rd and the ryot 2/3rd of the cost as generally this is the rent average proportion in which the produce was being shared in Tanjore district before commutation or (c) the proportion may be decided in each case by the Collector of the district after notice to both parties with a right of appeal to the Board of Revenue.

VI. No. This has been prohibited for nearly a century and the provisions in the Estates Land Act for the purpose are ample safeguards against such levy. But customary services to be rendered by the ryots should be excepted from this rule. Most of the landholders in the Presidency are temples and other religious and charitable endowments and they will suffer a great deal if this is not done. In fact as early as 1786, Lord Cornwallis was made Governor-General of India with statutory directions (24 Ges. III-C 25) "for settling and establishing upon principles of modern justice according to the law and constitution of India, the permanent rules, by which tributes, rents and services of the Rajas, Zamindars, polygars, talugdars and other natives landholders should be in future rendered and paid" such services have been rendered from time immemorial customarily and in some cases they are the subject-matter of contract also. This should be continued to be rendered. Otherwise the landholder should not be allowed to levy anything in addition to rent from the ryots.

(a) The ryots have no inherent right in themselves in anything beyond their holdings. But customarily they have been cutting wood necessary for agricultural implements with the permission of the landholder. They are entitled to plant timber trees useful for such purposes and house building as well like portia, babool, etc., and make use of them as they like without rendering the holding unfit for agricultural purposes. Forests have been exclusively enjoyed by the landholders, but with his permission the ryots may be allowed to cut wood for agricultural implements. Taking permission from the landholder would prevent misuse of the privilege. As for grazing of cattle no difficulty being felt as they are grazed in all unoccupied land except reserved forests. Even these reserved forests may be thrown open for grazing without cutting twigs for goats or other heads of cattle. Green manure also the ryots may gather in any place within the estate without detriment to other ryots and where it is to be gathered from forests or other land of the landholder his permission must be previously obtained.

(b) They have no inherent right. The remaining portion is covered by the answer to part (a).

(c) *Public paths*.—Every member of the public has a right to use them as public thoroughfare and this has been declared to be so by many judicial pronouncements and legislations.

*Communal lands*.—They do not belong to either to the exclusion of other. If they have been set apart for communal purposes by the landholder after the grant to him or after the permanent settlement, they revert to the landholder when the purpose for which it was set apart no longer requires it. Till then the village community has a

right to use it for the purpose for which it was set apart and for no other. If it is diverted for any other use without the consent of the landholder, he is entitled to take possession of it and make such use of it as he likes. If it was communal land even before the grant to the landholder or the permanent settlement, the village community has a right to use it for the purpose for which it is intended and on its being diverted to any other use or it becomes unnecessary the Collector may decide as to whom it belongs and dispose of it accordingly. The provisions of sections 20 and 20-A of the Act are sufficient for the purpose.

*Hill and forest porambokes.*—The tenant has no inherent rights in these. He may use the timber free for making agricultural implements free of cost but with the permission of the landholder. He can be permitted to use the dried twigs or branches without impairing in any manner the value of the trees or other growth. He may be permitted to graze his cattle free. But he has no proprietary rights in these. The landholder alone is in law the proprietor of all unoccupied land in his estate including hills and forests.

VIII (a) The amended provisions in the Act are adequate and no further provision seems to be necessary. If possible the cumbrous procedure now deemed necessary may be simplified and all applications under Chapter VIII of the Act may be made to the Deputy Collector rather than to the District Collector.

(b) & (c) It is quite unnecessary for Local Government to interfere with the maintenance of irrigation works as Chapter VIII is comprehensive and where landholders fail in their duty drastic consequences follow and the ryots themselves are given the right to execute the work under certain conditions and under the supervision of the Revenue Officers.

IX. This question cannot be answered generally for all estates. In cases where an estate belongs to a single proprietor the holding of a jamabandi may be feasible, as is being done by the chatram Superintendent in villages belonging to the Raja's chatrams under the management of the West Tanjore District Board. Similar jamabandi for proprietary estates is held whenever the estate is under the management of the Court of Wards. Such holding of jamabandi is not possible in estates which are owned by several persons. So a jamabandi may not be made a compulsory thing. It may be had whenever the proprietor deems it necessary.

X. The relationship between the ryot and his undertenants is merely contractual and should be governed solely by the contract creating the undertenure. The zamindar is not bound to recognize the undertenant unless he is, required to do so in writing by both the ryot and the undertenant and in any case the ryot should not cease to be liable for the rent.

XI. (a) & (b) No change in the existing system is necessary. But as revenue courts are strange to the procedure prescribed by the Civil Procedure Code, and as the Civil Rules of Practice has been held not to apply to revenue courts, it is necessary that (a) the Civil Rules of Practice in so far as it may be made applicable to revenue courts should be so made applicable; (b) ordinarily only graduates in law who are Deputy Collectors should be posted to courts where proceedings under the Estates Land Act are instituted; (c) in all cases where complicated questions of title are involved the Deputy Collector must be given a discretion to direct the parties to establish their title in the civil courts or the District Munsif may be appointed "Collector" under the Act for disposing off such suits which may be transferred to him by the District Collector as involving a question of title otherwise the existing system of courts will suffice.

XII. (a) The zamindar is now entitled only to ordinary rent and one year's rent as damages. The trespasser can be ejected under section 163-A under certain conditions. These provisions are not enough. An unoccupied land, waste, forest and porambokes are the property of the landholder and none should be allowed to encroach upon these lands without the previous written permission of the landholder obtained on application made by the ryot. The landholder should be allowed to enter into separate contracts with such applications and all such contracts should be enforced by courts. In all cases where persons have trespassed without such permission of the landholder should be liable to evict summarily.

(b) These are being collected by landholders through the civil court by suit. This is enough and no new provision is necessary. But a first charge may be created on the land for these dues.

*In general.*—I would like to add a note regarding the conditions prevailing in proprietary areas in Tanjore district. I am fully alive to the several ryots' organization and zamindari ryots' organizations, landholders' associations, zamindars' associations and their representations for some years past. The agitation of ryots in proprietary estates that they are oppressed is mainly centred in certain districts in the north. So far as estates in Tanjore district are concerned, there does not appear to be any case of any

proprietor harassing his ryot. On the other hand it is the other way. In several villages the ryots continue against the landholder and refuse to pay any rent. I am aware of several cases where the landholder has purchased the holding for arrears of rent but he is not allowed to enjoy it and generally the right is reassigned to the ryot on payment of even a portion of the arrears for which it was sold. In most villages rent is being paid in kind and is being collected amicably or otherwise appraisement proceedings are taken through court. In many villages amani rent has been commuted into cash rent and it is being collected peacefully. Cases of purchase of the melvaram right by the ryot from the landholder are more than the converse case. By the non-payment of rent by the ryots several proprietors have lost their estates in this district. General statements that ryots are generally being oppressed by proprietors do not apply to Tanjore district.

A survey of all estates in the district, preparation of a record of rights and a final settlement of rent commuting all rent in kind into cash rent and preparation of rent roll under Chapter XI of the Estates Land Act is absolutely necessary and when this is done there will be no room at all for complaints of oppression from any quarter.

SRINIVASA AYYAR,  
Secretary.

**Memorandum by M.R.Ry. Rao Bahadur K. G. Srinivasa Mudallyar Avargal,  
Mannargudi, dated 30th November 1937.**

I. (a) This can be ascertained only according to the nature of the title deeds and sika sannads given to the inamdars and the zamindars by the old Rajas.

(b) The ryot has got the right to cultivate the land as he wishes subject to payment of rent to the landholder. He can alienate the land and the land is also heritable. The ryot cannot materially impair the value of the land. So also the landlord's right is alienable and heritable.

II. (a) & (b) The cultivation and harvesting expenses are necessarily to be borne by the ryots. Half of the gross produce after deducting the common expenses such as தலையாசி நிர்ணயிக்கப்படும் village temples, etc., from it, is a fair and equitable rent.

(c) Yes. There must be statutory provision as per principles prevailing in Government ryotwari lands.

(d) It is advisable to settle the rate once for all for a limited period, say, for twenty years. Then there may be any revision. There can be no permanent settlement for ever. It should not be left to be determined by a Court.

(e) No. Provincial Government should not interfere.

III. (a) Yes. It should be revised.

(b) *Rent suits.*—If rent is settled, the provision for the recovery of rent by way of suit may be abolished. Instead it can be recovered by attachment and sale of the defaulter's holdings or movables or both simultaneously. If that provision for rent suits is to be retained, the Court-fees should be considerably reduced. The present rate of fees is Rs. 11-4-0 per hundred which is very high. In small cause suits in Civil Court the rate of court-fees is only Rs. 7-8-0 per hundred. Even that is considered and felt to be too high. The court-fees may be reduced to Rs. 5 per hundred. The court-fees payable is added to the cost of the suit. The ryot is already over-burdened and is unable to pay the rent and his other debts. If mulcted with costs, his position becomes worse. The suit should be such as to realize the rent in as very easy a manner as possible.

*Sale of holdings and movables.*—In such cases the provision for the exchange of pattas and muchilikas may be safely abolished. It has outlived to remain in the statutes book any longer. It has nothing in it except the merit of its survival for over a century; it has no parallel with any of the various land systems of the world. Even the Rent Recovery Act VIII of 1865 provided that the exchange of these documents may be dispensed with by consent. In this respect legislation is at least a century behind the time. In estates therefor where a record of rights which must be made compulsory is ready, pattas and muchilikas can be conveniently abolished and any alteration of the tenancy may be duly entered in such record, so that it can furnish conclusive evidence on the matters dealt with by it.

*Appraisement proceedings.*—In such cases the levy of Rs. 2 for each petition is too high. It is suggested that if a number of petitions is filed for appraising crops levy of annas 4 per petition subject to a minimum of Rs. 2 for each village may be levied.

(c) The remedy must be simpler, speedier, and less costly than at present. In the case of suits for rent settled, rent suits may be abolished. For recovery of rent, provision should be made for the following. On the application of the landholder to the revenue authorities, they, *suo moto*, initiate proceedings under the Revenue Recovery Act to recover the arrear of rent from the defaulter and pay it to the landholder or adjust it towards the Government

if any due after deducting the expenses incurred by the Government, i.e., to say that the Government should help the landholder. Rent is made a first charge. There are provisions in the Act to the effect that the ryot is entitled to the possession and custody of the crop. The landholder is entitled to a share in the produce and he is not authorized to take possession of it unless it is paid voluntarily by the ryot or obtained through process of Courts. If the ryot removes the crop without paying the rent to the landholder there is no penalty for such clandestine removal. It is said, if there is dishonest intention it will constitute an offence. Whether such removal is dishonest or not can be considered only by a Court. If the ryot removes the crop and does not pay the rent to the landholder even after a very long time such removal is dishonest or not, is not defined. Even if he does not pay for three years there is no penalty for such non-payment of rent. The landholder is driven to the necessity of filing a suit which is very costly. Provision should be made for such removal of the crop from the thrashing floor without the consent of the landholder. It must be made an offence if the ryot does not pay the rent to the landholder on the thrashing floor itself or within a reasonable time after harvest or at least before the end of the fasli, provision should be made for summary eviction of the ryot. If he remains in the land after the close of the fasli, without paying the rent to the landholder, he must be deemed to be a criminal trespasser.

IV. (a) Yes. Rights of the tenants to water-supply is inherent and appurtenant to the land. It is not a matter of contract, but is a matter of right of the tenant.

(b) Yes. The landholder has got a superior right in the water sources. He is the full owner and has got the right to maintain the irrigation tank control, supervise and regulate the water sources. The customary repairs and maintenance of the supply and drainage channels should devolve upon the ryots. The fishery rights of the irrigation tank should be enjoyed by the landholder who is responsible for its proper maintenance.

V. (a) Yes. All estates must be surveyed and record of rights maintained.

(b) In the case of the inam villages, initial cost must be borne by the Government as they have been doing hitherto and subsequent maintenance of survey stones, etc., should be borne by the ryots only.

VI. Landholder should not demand anything except cesses and kaval fees in addition to rent.

VII. (a) The ryots are not now entitled as a matter of right to graze cattle, collect green manure or wood for agricultural purposes. They must be given a right in such matters.

(b) At present they do not have any inherent right. If they use it for agricultural purposes it should be free of cost. If it is for domestic purposes fees may be levied. In either case, the sanction of the landholder should be obtained.

(c) Both the landholder and the ryot have equal right of use in communal lands.

VIII. (a) If the D.P.W. authorities certify that the irrigation source should be repaired, the landholder should do the same.

(b) & (c) Provisions contained in Chapter VIII of the Estates Land Act may continue and it need not vest in the Provincial Government.

IX. Annual jamabandis is not necessary.

X. (a) & (b) Nil.

XI. (a) No such special tribunal is necessary. The Board of Revenue can continue to be the final authorities.

(b) If the rent is settled for a certain period, Revenue Courts can continue to have jurisdiction. If the rent is not settled except in the case of appraisement proceedings, actions and proceedings may be taken in Civil Courts.

XII. (a) A ryot who is in arrear for a consecutive period of three years' must be deemed to be in unauthorized occupation of land and he should be evicted through Revenue Courts.

(b) Existing provisions will suffice.

#### *Other Suggestions.*

*Merger.*—Originally the Act provided that in the case of acquisition of kudivaram interest in any land by the landholder in the case of an estate falling within section 32D, i.e., in the case of inams, that such lands did not form part of the estate. But now that provision has been abolished. Now if the inamdar landholder acquires the kudivaram interest by a court sale or otherwise and if he lets it into possession to any third party, such third party is now deemed to be the ryot. The landholder is forced to recognize him as a ryot. The third party thus acquires all the status of a ryot. All the proceedings taken by the landholder become futile. Instead of the original ryot the third party gets the occupancy right. This is of no advantage at all to the landholder who acquires the kudivaram right

for reasonable consideration. The inamdars will be driven from post to post and in no way their position will be improved. So the original exception to section 8 should be restored. In such cases there must be merger of occupancy right with the landholder.

*Exception to section 8.*—“Notwithstanding anything contained in this section where before or after the commencement of this Act, the kudivaram interest in any land comprised in an estate within clause (d) of sub-section (2) of section 3 has been or is acquired by inamdars such land shall cease to be the part of the estate.” The point is the maxim once a ryoti always ryoti must apply only to the cases of zamindaris and not to the inams.

2. *Definition of private land.*—If in any patta or muchilka before the passing of Estates Land Act, 1933, the tenant admits the right of the landholder, it must be recognized as private land.

K. G. SRINIVASA MUDALIAR.

**Memorandum by Mr. S. Ramachandra Ayyar, President, Executive Committee of the Mirasidars of Perambur and Mullaivasal inam villages, Mannargudi taluk, Tanjore district, on behalf of those mirasidars.**

I. (a) The ownership of and the rights to the lands in the Perambur and Mullaivasal villages vest only in us, the mirasidars.

(b) We have as much right to the lands as the mirasidars have in ryotwari villages. The Tanjore District Board is administering these two villages in its capacity as landholder under the Estates Land Act. We request that the Government may be pleased to take steps for converting these villages into ryotwari villages by excluding them from the scope of the Estates Land Act, for bringing them under their direct control like other ryotwari villages and for directing the payment of only a portion of the kist towards the Chatram Funds.

II. (a) Statutory provision should be made fixing the kist payable by us, on the same terms as in the ryotwari villages in the neighbourhood.

(b) If this cannot be done, we request that statutory provision may be made for reducing exactly by 50 per cent, the 84 kalams of paddy which we are paying as rent in respect of each veli of land, for the conclusion of a contract for about ten years for the payment of the rent in cash calculated on the basis of the average price of samba and kuruvai paddy, as recognized by the Government, during the ten years preceding the date of the contract after deducting 30 per cent thereof. The average price during these ten years should be calculated with reference to the prices prevailing between the 1st and the 15th February in the case of samba paddy and between the 1st and the 15th November in the case of kuruvai paddy.

(c) As it is essential to remit the kist in the years in which unforeseen failure of crops, floods, famine and fall in prices occur, the kist to be paid by us should be remitted proportionately. In any year in which any one of the aforesaid calamities occurs, the authorities should conduct an enquiry immediately and announce their decision regarding remission. There should be statutory provision for granting remission in this manner.

IV. (a) The duty of supplying water to our wet and dry lands rests only on the landholder. If water-cess is levied by the Government, it should be collected only from the landholder (the District Board). Statutory provision should be made on this basis. There is a contract under which the landholder should repair every year at his own cost both irrigation and drainage channels in these two villages up to the boundary of the wet lands in the respective villages. As the landholder does not carry out the repairs properly every year, we request that statutory provision may be made for compelling him to do so and for giving in due time contracts in respect of repairs to these channels only to the mirasidars of the villages concerned.

VI. Neither the landholder nor anybody else should collect from us any levy other than the land-tax.

VII. (a) We should have absolute rights to pasture lands, public paths, communal lands, porambokes, etc., since these are indispensable to those carrying on agriculture.

VIII. (a) The landholder should attend to all work connected with irrigation.

(b) The Government should have reserve powers to attend to it if he fails to do so.

IX. There should be a yearly jamabandi.

*General demands in respect of rural uplift.*

We, the mirasidars, are losing all our income by paying the rent to the landholder. Consequently, we are unable to undertake any village uplift work, as financial assistance is essential for this. These villages lack facilities for communication, drinking water, lighting and medical aid. As village uplift is indispensable, it is essential that the landholder should make a contribution every year to each village through the Village Panchayat Board at the rate of three annas for every rupee of rent collected by him. We, therefore,

request the Government to enact a law immediately in this behalf realizing the necessity for village uplift. The villages can prosper only if the landholder pays the uplift cess as provided by the statute. We are experiencing hardship in several directions on account of the Estates Land Act. Everybody is well aware of this. We, therefore, request that the Act may be repealed and that the villages coming within its scope may be converted into ryotwari villages.

S. RAMACHANDRA AYYAR.

*Notes.*—The term 'mirasidars' means those who enjoy permanent kudivaram and other rights.

**Memorandum by the Zamindar of Udayarpalayam, dated 4th December 1937.**

I. (a) I am the proprietor of an ancient *Military Raj* which was restored to one of my ancestors. Submitting to the vicissitudes of fortune, my ancestor was compelled to accept a 'Sannad Milkeyat Istimirar' or deed of *permanent property* under Regulation XXV of 1802.

*Zamin* signifies land and *zamindar* is one who possesses land; who pays some acknowledgment to the Emperor; but who is notwithstanding, the *free lord of his inheritance*. The zamindar and jaghirdar both possess lands: but by very different titles; for, the former is a *free-holder* and the latter a tenant at will, by the grant of the Emperor; *Dar* signifies a possessor: that is to say, one who holds or enjoys anything.

Sir John Shore in his minute quoted in the "Fifth report," observes:—

"I consider the zamindars as the *proprietors of the soil*, to the property of which they succeed by right of inheritance. The privilege of disposing of the land by sale or mortgage is derived from this fundamental right and was exercised by them before we acquired the Dewanny."

2. Udayarpalayam was once in the nature of a principality held by a single chieftain. He was expected to do Military Service: the term 'Udaiyar' signifies, "Governor of a district." Sir Thomas Munro classes him among *Military zamindars* in 1815. An inscription of 1714 A.D. speaks of the grantor as "Samasthanadhipathi" of Udayarpalayam.

Another inscription runs thus:—

"Muthu Vijaya Rengappa Kalakka Thola Udaiyar Avargal who is the grandson of srimath Kachi Rengappa Kalakka Thola Udaiyar Avargal, and son of Nallappa Kallakka Thola Udayar Avargal, who is the terror of hostile kings, the sound of whose nine kinds of drums pervades all directions so as to drown the sound made by those of the enemies, who possesses a bell-metal *dundubhi* (a kind of pipe) to proclaim his success in war, in whom *Rajiya Lakshmi* dwells, whose insignia is a red umbrella with a golden handle, to whom a double *chamaram* with golden bells clinging was presented by the Rajah reigning at *Senjipuram*, who is the head of the army shining like several lights in several directions, who is a moon protecting the *Kachi* family, who has earned the name of *Uddhandapandya* by his deeds in war, the flag of whose army bears the sign of a *Makara*, whose gift of the two kinds of properties (*movable and immovable*) is countless, whose fame is wide-spread, whose glory is proclaimed by the title of *Kalakka Thola* and several kinds of insignia has executed the deed of gift of land for charity."

3. In the case reported in 24 Madras Series, page 562—'The Udayarpalayam case'—the whole history of my ancient Palaiyam as a 'Military Raj' is set out.

It will be gleaned from the historical account embodied in the judgment that on 2nd January 1817, the value of the villages to be then *given over* to the Samasthanadhipathi of Udayarpalayam was to be equal to the average gross amount of the palayagar's income from whatsoever source derived. Therefore 65 villages were given to him on zamindari tenure. A *conditional sannad* was issued in 1817 and he was put in possession.

In 1823, he was again recognized as the representative of *An ancient Samasthanam*. This settlement was further in lieu of certain villages relinquished by the Samasthanam and the "Kaval" fees theretofore enjoyed. The terms "Kavalgar" and "Palayagar" were misunderstood as offices remunerated by fees or lands. However, this was how the *sixty-five villages* were granted by a "Sannad Milkeyat Istimirar"—which means "In absolute proprietorship" to my ancestor.

4. In the forms of *sannad* before 1870, it was recited that the British Government had resolved to grant to zamindars and other landholders, their heirs and successors a *permanent property in their land* for all time to come, and to fix for ever a moderate assessment of public revenue on such lands which shall be never liable to change under any circumstances, advised them to enter into engagements with their ryots either for rent in money or in kind, "and being confident of enjoying the fruits of his industry, he should conduct himself with good faith to his ryots whose prosperity was inseparably connected with his own; he was advised to treat them with tenderness, encourage them

to improve and extend the cultivation of the land and lay the foundation of his own happiness and the permanent prosperity of his zamindari."

My Samasthanam holds the Sannu-di-Milkeat Istimirar or deed of permanent property in lieu of all former privileges in which are recited "the rights and privileges of zamindar" under Regulation XXV of 1802.

Paragraph 6 of the Sannad reads as follows:—

"Sensible of the benefits conferred on you by this sannad, you shall conduct yourself with good faith to your ryots, whose prosperity is inseparably connected with your own; you shall treat them with tenderness, encourage them to improve and extend the cultivation of the land and lay the foundations of your own happiness in the permanent prosperity of your zamindari."

5. The history of *poliems* settled and unsettled, is reviewed in Lekkamani *versus* Puchaya Nayakkar (6 Madras High Court Reports, page 208) which related to the unsettled *poliem* of Marungapuri, in this district from which I make the following extracts bearing on the proprietary rights of the paligar or zamindar. The conclusion arrived at by Scotland, C.J., was "that the Government in respect of lands held by ryots, in which private intermediary interests have never existed or once existing have been completely terminated, and lands lying waste; and zamindars and poligars, in respect to the lands within their zamindaris and poliems, now possess rights of property, as well as the tenant cultivators of such lands."

"Rights of property vary in extent with the degree of dominion: however the dominion over land be circumscribed by the creation of special obligations and modifying rights in others; so long as some substantial paramount dominion remains, the possessor of it has a proprietary interest in the land."

"And that the Government and zamindars and poligars are possessed of such a paramount dominion, and consequently a property in the several lands just specified, is a matter, we think, now put beyond question." As between the Government and the zamindar, "the Government has a title to the rent or *Jamma*. By whatever name it be called, the right and title are to the rent substantially; it does not include a right to the possession of the land."

"The review of the salient points of the history of *Poliems* found in the Report of the Select Committee, confirms the impression derivable from the reported cases in which titles of *poliems* have been contested and we think that it is sufficiently apparent that *Poliems*, before the passing of Regulation XXV of 1802 had been acknowledged to be what they have since been treated as —*Proprietary Estates* held under the Government by either a hereditary tenure, or a life tenure."

6. The question I have to answer raises points which are but of academical interest: it bears on a controversy which had raged around *Rent versus Revenue* and *proprietary interest versus the occupation of the soil*; it is a very old one. I may therefore refer to the views which have prevailed on the relations of the proprietor of an ancient Military Raj to those who had been admitted by my ancestors to the occupation of our lands and did cultivate them. I cannot state better these relations with the cultivating occupants of the soil, than by quoting the following from Diwan Bahadur Srinivasa Raghava Ayyangar's "forty years progress in the Madras Presidency."

"For a better understanding of the relations between zamindars and ryots, it is necessary to briefly glance at the state of the case before the permanent settlement was carried out in the beginning of the last century and to form some idea as to how far the relations then subsisting have been affected by subsequent legislation and judicial decisions. Ancient Hindu law recognized only two beneficial interests in the land, viz., (1) that of the *Sovereign or his representative* and (2) *That of the cultivators*, holding the land either individually or as members of a joint family or a joint village community."

Neither the sovereign nor the cultivators had *Unlimited proprietary right or full ownership in the modern sense*. The Sovereign's right consisted in his power to collect a share of the produce of the cultivated lands, known by the name *Melvaram* in the southern districts of the Presidency; and this *Melvaram* is not *Rent* in the strict signification of the term. The share of the *Ryots or Cultivators* is known by the name *Kudivaram*; and by ryots is to be understood "the cultivators who employ, superintend and assist the labourer, and who are everywhere the farmers of the country, the creators and payers of the land revenue." *The Ryot's right to land arises from mere occupation; and is not derived from the Sovereign* in the manner in which the right of an English tenant is, under modern English law, derived from his landlord. The relation between the Government and the ryot may perhaps be described as one of co-partnership, but it is certainly not that of landlord and tenant. The ancient Hindu law books clearly establish this position.

Thus according to the common law of the country there are two distinct interests in land recognized, viz., the *melvaram* and *kudivaram*. *Melvaram* belongs to the Government or the assignee, the zamindar; and the *kudivaram* to the ryots.



There are also two distinct classes of land, viz., one *Pannai, Kamar*, homefarm or private lands and the other *Ayan, jeroyiti*. In the first class of lands, both the *kudivaram* and *melvaram* rights belong to the zamindar; and in the second only the *melvaram* right. The bulk of the lands belong to the latter class and so the presumption must be that land not proved to be *private land* must be *peasant land*: that is to say, cultivable land. There were also uncultivable lands. In 26 Madras, page 257, their Lordships observed "Two of the exhibits filed maintained the rights of the zamindar to trees grown on the tank bunds and waste lands of the zamindari. In regard to waste lands, the zamindar is *no doubt the proprietor* by virtue of Regulation XXV of 1802 and his claim to the trees growing on the waste lands was rightly allowed."

I may here state that Udaiyarpalayam is in the schedule of Impartible Estates.

In the Madras Impartible Estates Act II of 1904, "*proprietor of an impartible estate*," means the person *entitled to possession thereof* as single heir under the special custom of the family or locality in which the estate is situated or if there be no such family or local custom, under the general custom regulating the succession to impartible estates in Southern India.

'*Estates*' means any permanently settled estate whether a zamindari, jagir, *mitta* or palayam.

7. The effect of legislation on the relations between the zamindar and ryot cannot be better expressed than in the excellent summary of it by the Hon'ble Mr. Forbes in his speech introducing in Council the first Bill of the Estates Land Act of 1908:—

"Now let us hold the scales evenly, distributing the benefits which the Bill proposes to confer and remembering that the value of a thing to a person does not depend on its intrinsic cost. On the side of the zamindar, if this Bill passes into law, he will be given a right of hypotheca over the ryot's holding, a first charge indefeasible by any encumbrances; he will be given the right to enhance with reference to the prices; he will be empowered to enter and measure the ryot's lands and have the *shist* altered accordingly; he will have the benefit of survey and a record of rights; he may sue on a *patta* which is substantially correct and the *patta* may be for more than a year; he can sue for the whole of the recoverable arrears before the Collector without the expense of a civil suit; and last but not least, he has been *given a ryot*, who, secure in his holding and a free man, will have every encouragement to extend and improve his cultivation and so add to the landholder's prosperity. *It is a universal proverb in this country that the prosperity of the ryot is the prosperity of the Raja.*

"On the other side, the ryot will be confirmed in his ancient rights; he will be secured in the occupancy of his holding for which he cannot be ejected so long as he pays his *shist*; nor can his *shist* be enhanced except by suit before the Collector; and he is given the right to have the irrigation of his fields secured; to have the communal lands of his village saved from wanton usurpation; the user of his lands has been defined; and his right to make improvements declared."

8. The present relations of the landholder in ryoti land proper, non-ryoti land, private land and communal land and those of the ryot in ryoti land are set out in the Estates Land Act of 1908 which has been amended by Act VIII of 1932 and Act XVIII of 1936.

9. I shall now proceed to answer the first question in the questionnaire. The zamindar is the proprietor of the soil. The nature of the interest which the tenant has in the land as distinguished from that of the landlord is well indicated in the judgment of C. J. Scotland, in the Marungapuri case; it is the tenant's occupation of the soil which circumscribes and modifies the *plenum dominium* of the proprietor by the creation, by statute, of special obligations like that of entering into an agreement with the occupant of the soil and so forth.

Chapter III of the Estates Land Act enacts general provisions relating to the rate of rent payable by ryots. The rate of rent for the time being lawfully payable by a ryot, shall be presumed to be fair and equitable until the contrary is proved. (Section 28.) The rates of rent in my zamindari have been unvarying so far as records show for over half-a-century. They are embodied in what is called the "*thirvai chattam*." The "*Thirvai chattam*" fixes the rates according to the nature of the soil, kind of crop and the original condition of occupation as that of an *ulkudi, pirakkudi, cow-pirakkudi* or *piravadi mahajanam*. There have been fixed rates so far as our records show for over half-a-century. Fixed rates also rule for trees like *mango, iluppai, coconut, orange, lemon, palmyra, goa, pomegranate woodapple, jack* and *tamarind*. Some villages have got *kattu-guthagai* without reference to the crop. The whole thing seems to have been worked out with meticulous care from before the permanent settlement and



at no time were these rates questioned as inequitable or unfair either under the old Act 1865 or the new Act of 1908. They are thus fixed money rents varying with the crop raised, the nature of the soil, the tenure under which the ryot was originally admitted from time to time by the zamindar to occupy and cultivate the land in the zamindari. The Madras Estates Land Act makes provision for the enhancement of rent (sections 31, 32 and 36), reduction of rent (Section 38), commutation of rent (section 40), alteration of rent (section 42), and remission of rent (section 39-A). They have not been enhanced by me, nor has any ryot till recently claimed reduction of the rates. The rates indicate fairly the proportions taken by the proprietor and ryot as *melvaram* and *kudivaram*. After all this is the main consideration in arriving at a fair and equitable rent. The term 'rent' is a misnomer. I am not a landlord, nor the occupant of the soil, a mere tenant. I have indicated the true and jural relationship between me and the cultivator of the soil in my answer to the first question.

II. (b) It follows that the rent paid by ryots in settled areas cannot be viewed as *Economic rent* as understood in western countries or changed in accordance with any supposed economic or political considerations. The 'Varam' which is not 'Rent' will change even from village to village as is seen from the "Thirvai Chattam" above referred to. Still we have to get on with the term 'rent' and Chapter III of the Estates Land Act indicates the method of calculating the fair fixed rent in cases of commutation which so far as it goes is a sensible one.

(c) The answer to this question is in the negative. The Sannad Milkeat-Istimirar prescribed payment of the *Jamma* or *Peishkush* without any reference to the failure of seasonable rains or to famine or flood. The zamindar has never been permitted to enter into any contract which would have had the effect of reducing the revenue due on the land. These factors in the equation must have been taken into consideration when the fixed money rents varying with the crops were settled; and as already pointed out, these were the rates prevailing even prior to the permanent settlement according to which my ancestor to whom was granted the Sannad-Milkeyat-Istimirar got a renewal of his ancient palaiyam very much diminished in extent, but with a nominal *Peishkush*. A statutory provision for remission will be difficult to devise for all time, to suit various contingencies, in all cases. Therefore section 39 (A) of the Estates Land Act limits the provision for remission to specified cases which do not fall within the category of rent or revenue already levied at a uniform rate. The enactment of any other provision for remission is bound to furnish a fruitful source of strife and discord between the landholder and the ryot and certainly not likely to relieve the latter in any beneficial manner. The best thing is to leave it to the good sense of the landlord in the promotion of good relations between the landholder and the ryot. Relief in such cases must be dictated by principles of humanity rather than rules of law. We must eliminate the feeling of distrust in the landlords. Why should they be the sinners and the ryots saints? I cannot get on without the ryots: and the ryot cannot get on without the proprietor of the soil. I have built a school and endowed a hospital not for my family: but for the welfare of my ryots. Trust begets trust. Let us leave it at that.

The prescription by statute of a rule of remission will inevitably lead to an inquisition generating dire consequences to the landholder and the ryot alike.

(d) The fixing up of a money rent in lieu of the sharing system is assailed as bad when the price of food grains falls. In the case of my zamindari, the rates fixed more than a hundred years ago, have been accepted without demur; recently owing to adventitious causes some ryots have petitioned for the fixation of a money rent in lieu of one varying with the crop; this move is certainly not beneficial to the ryot: the average worked out under section 40 of the Act would lead the ryots into a situation bad for them and good for me. I wanted, however, to prevent this catastrophe. But had legislation got the better of good feeling. The ideal is to share the crop in a particular proportion at *melvaram* and *kudivaram*. If this can't be done, the next best thing is to fix a money rent on the nature of the crop raised on the holding, calculated so as to benefit the zamindar and his ryots alike.

(e) It is against the principle of the permanent settlement with the istimirar holder, contrary to the just and generous spirit which prompted the restoration of his *Palayams* to the ancient hold of a *Military Raj*, opposed to the terms of sannad which advised the landholder to deal with the ryot so as to reap the fruits of industry and improve the estate for the benefit of himself and his ryot, for the Government to, in any manner interfere by executive action with the relations obtaining between them; indeed it would be a manifest breach of faith and distinct violation of the assurances conveyed to the proprietor in the Sannad Milkeyat Istimirar. Instead of strengthening

the bond between them, this would be introducing a wedge which must create and gradually widen the cleavage between the proprietor and the occupancy tenant, injurious to both of them and to the State alike.

III. (a) The tender of patta, which hardly results in a muchilika in sixty-five villages to many thousand ryots is a meaningless formality entailing vast labour and expenses and giving rise to uncalled for the vexatious situations. Yet this tender of patta is needed for the process of distraint being used by the landholder without going to suit. The process itself is attended with risk and owing to the growing recalcitrancy, of ryots, due to causes various, at the present time, the utility and potency of distraint proceedings are uncertain. The produce and the movables often disappear or are placed in other people's possession and claimed by them. To guard the cattle and the grain from being thus dealt with, a simple, safe and inexpensive procedure must be devised. The first charge for rent on the holding and the produce thereof, must be safeguarded.

One potent source of trouble to the landholder and the ryot alike is the peculiar position occupied by the village officers who are amenable to nobody's control: dual control means no control. The cultivation account is essential in my zamindari to arrive at and determine the rent on each holding every year. I am left to the tender mercies of these people who must furnish the needed particulars for an efficient jamabandi.

This adds to the difficulties of the situation engendered in tendering pattas within the fasli and in time to enable the rent paid in the instalments entered in the patta.

The agency of a revenue official in distraint proceedings makes for delay. The rules regarding distraint should be so modelled as not to necessitate the aid of the Police; still to assure the safety of the distraining agency and the avoidance of a riot.

The procedure prescribed for the realization of the rent by sale of the holding is inefficacious and fraught with trouble and expense. By the time proclamation is made in the Gazette and fees are paid and the Collector moved to bring the land to sale, much delay ensues and often for want of a bidder, the proprietor has to bid for it and the land so bought is still ryoti land. Thus much good money is thrown after bad, and the proprietor and ryot are both alike in a deplorable situation which could be more imagined than described. All this complicated procedure must be simplified, if the proprietor has to collect the rent hereafter and render his dues to Government as *Peishkush* and local cesses amounting in my case to a sum of about Rs. 22,000, and the ryot not be burdened with an additional load of debt in the shape of meaningless costs.

"Attempts to recover rent are easily baffled. The landholder cannot transfer his rent decree with advantage, for the High Court has rightly or wrongly declared that an assignee cannot enforce the charge which, their Lordships say enures only for the benefit of a decreeholder *Qua* landholder under the Act. He cannot probably institute a suit for rent during the pendency of any summary proceedings in distraint or sale of holding and by the time these proceedings come to an end, many years later, and often prove futile, the time limited for a suit may be barred."

The zamindar is thus holding many unexecuted decrees for arrears of rent and the ryot hoping to have them written off as unrecoverable arrears. The ryot is apparently winning and the proprietor losing having regard to the trend of things in the present day. The whole system moves in a vicious circle. Supposing I write off these arrears, the deplorable situation will still continue. Let us have some sure, sensible and equitable procedure calculated to cure the ills which are in existence. While I do not want to be hard on the ryot, I, as the zamindar must be enabled to make both ends meet.

IV (a) and VIII (a). The permanent land settlement in the Madras Presidency proceeded on the footing that whatever might have been the interest of the zamindars and other landholders prior to the British occupation, the Government would grant them and their heirs a permanent property in their land for all time to come and would fix for ever a moderate assessment of public revenue on such lands, the amount of which would never be liable to be increased under any circumstances.

(See Section I of Madras Regulation XXV of 1802.)

The Government, therefore, came under an obligation not to raise the jumma or as it is sometimes called *peishkush* fixed at the permanent settlement in respect of the lands then granted. Under these circumstances, the Government could not impose a cess for the use of water, the right to use which was appurtenant to the land in respect of which the jumma was payable without in fact, if not in name, increasing the amount of such jumma and thus committing abreach of the obligation undertaken at the time of the permanent settlement.

Thus observed Their Lordships of the Privy Council in the Urban case.

In Their Lordships' opinion there can be no real doubt that the effect of the permanent settlement was to vest the channels with their head sluices and branch and subsidiary channels and the tanks or reservoirs, in the zamindaris through or within whose zamindars the same respectively passed or were situate. As pointed out by the High Court, this would be in full accordance with the policy enunciated in the well-known fifth report.

Again in another place they observe, that it does not follow that the assessors in fixing the proportion of the annual value which should constitute the jumma or peishkush did not take into full account the possibility of improving the cultivation of the lands, the subject of the grant, by means of the irrigation system comprised therein. Again it does not follow that all which is not brought into account in fixing the jumma is excluded from the grant. On this footing many things of great importance to the enjoyment of a zamindar would not pass by a zamindari grant, for example, waste land, farm buildings, tanks, or as in the present case, irrigation channels. As pointed out in the recent case of *Rajah Ranjib Singh Bahadur v. Kali Dasi Debi*, the property taken into account in arriving at the jumma is by no means necessarily the same as the property upon which the jumma is chargeable and all that is chargeable with the jumma or peishkush is included in the grant.

The definition of 'Ryoti land' and 'Rent' and the provisions of Chapter VIII of the Estates Land Act indicate the true position of the landholder and the ryot with reference to these questions. *Ryoti lands* does not include *Beds and Bunds of tanks* and of supply, *Drainage, Surplus or Irrigation Channels*.

'Rent' includes whatever is *Lawfully* payable on account of water supplied by *the landholder* or taken without his permission for cultivation of land where the charge for water has not been consolidated with the charge for the rise or occupation of the land.

Chapter VIII—Irrigation work—gives effect to the immemorial duty of the zamindars to maintain public tanks for general benefit particularly for facility of irrigation and progress of cultivation. "The public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India and upon the settlement of the country has in many instances devolved on zamindars." The Select Committee observe as follows on the provision of this chapter. "The substantial amendments we have made in these clauses are designed to make it clear that the duty of repairing an irrigation work can be enforced under this chapter only in respect of a work which the landholder is "bound to maintain" and we have made it a *distinct preliminary issue to be tried by the District Collector whether the landholder is so bound*. When the Collector is satisfied on this point and finds it also proved not only that the state of disrepair materially prejudices the irrigation of the complaining ryots' land, but further—what is the new—that the inefficient condition of the work is not due to the wrongful acts of the ryots or their neglect to carry out *Kudimaramat*, then only can an order be made against the landholder. These safeguards, we consider, will remove the material objections that have been taken to the original provisions of these clauses."

The omission of reference to Act I of 1858 in Section 137 is not significant. Wider words are used now as "which the ryots are *by law or custom* bound to carry out." Whereas formerly the obligations under Act I of 1858 were alone referred to now all obligations that may be found in any Act or by custom are expressed. Therefore whatever powers are available under Act I of 1858 are still available.

Regarding repairs and minor works which a ryot has to do the law as it stood before the Amendment Act is still there. If the ryots can be compelled to carry out those repairs under Act I of 1858, that right has not been in any way abrogated. Instead of being specifically stated there, it is now included under the word "Law."

All the rights and liabilities that were in existence before the amendment are still there and they are only enlarged, generally by the amending Act."

5. The provisions of the Act noted above make it abundantly clear that the legislature recognized the right of landholder to receive rent for water used with or without his permission by the ryot and that the right of the tenant to water-supply is because of his occupation of ryoti land. Having regard to the provisions of Chapter VIII, it appears unnecessary to make any further or new provision for the maintenance of major or minor irrigation works in the zamindari.

V. (a) It is to the advantage of the landholder and the ryot to have a survey and record of rights. It will put an end to the uncertainty that prevails regarding the extent of holdings, when as in my zamindari it is easy to encroach and bring into cultivation land

adjacent to, but not included in the holding. It will likewise minimise rent disputes and enable both the landholder and ryot to appeal to a record of great probative value in the determination of the nature and extent of a holding.

Chapter XI is devoted to this subject in the Estates Land Act and also provides for the survey and record of landholder's private land. But little advantage is taken of these provisions owing to the prohibitive cost of the survey and the difficulty in meeting it. Landholder and ryot must in the nature of things meet the charge in equal moieties.

Neither of them in existing condition can defray the cost. It would be imposing a terrible strain on their resources to enforce the survey and record of rights compulsorily. The circumstances in which the Government may make an order, direct that a survey be made and a record be prepared by the Collector in respect of the estate without application from the landholder or ryot are set out in section 164, clause (b). Such a state of things does not exist and no Government action need be taken; and a compulsory survey need not be imposed on the landholder and ryots.

In cases in which a survey is undertaken on their application a provision for the collection of the cost apportioned in easy instalments may perhaps enable them to take advantage of the provision in Chapter IX of the Act.

VI. It is not easy to give an answer to this question. Much must relate to tradition and usage which alone must determine the relations between the occupant of the soil and the proprietor as for instance in the case of a quondam Military Raj. In my estate is levied a small fee for charges for collection of rent known as "Kattalai." This has been recognized as legal by the High Court. I do not levy any other fees.

VII. (a) The definition of "Ryot" and "Ryoti land" in section 3, clauses (15) and (16) have to be considered in furnishing answers to this question.

"Ryot" means a person who holds for the purpose of agriculture ryoti land in an estate on condition of paying to the landholder the rent which is legally due upon it.

*Explanation.*—A person who has occupied ryoti land for a continuous period of twelve years shall be deemed to be a ryot for all the purposes of this Act.

"Ryoti land" means cultivable land in an estate other than private land, but does not include—

- (a) beds and bunds of tanks and of supply, drainage, surplus or irrigation channels;
- (b) threshing floors, cattle-stands, village-sites and other lands situated in any estate which are set apart for the common use of the villagers;
- (c) land granted on service tenure either free of rent or on favourable rates of rent if granted before the passing of this act or free of rent if granted after that date, so long as the service tenure subsists.

If the purpose of holding land is not agriculture, a person occupying land is not a ryot. Holdings for building, mining, quarrying or fish-rearing will not come under the Act. Pasturage is not an agricultural purpose and the holder is not a ryot. This is the gist of the decisions of the High Court under section 3, clause (15). The effect of section 3 (16) excludes from the category of ryoti land, all private land, communal lands, tank beds, etc.

Section 3, clause 16 (b) refers to the threshing floors, cattle-stands, village-sites and other lands in any estate which are set apart for the common use of the villagers. Sections 20 to 22 make provision for the determination of questions regarding lands excluded from the category of ryoti, the eviction of persons occupying communal lands contrary to rule and the application of provisions of the Madras Land Encroachment Act to orders for eviction.

Section 12 declares the right of the ryot to trees in his holding on the date of the Act and those which come into existence after the passing of the Act. In the former class the ryots' right is controlled by the right reserved to the landholder by contract or custom.

I have been leasing out the collection of "Avarambark" in all the 65 villages. Certain tracts have been reserved as forest reserve. The trees on holdings are enjoyed according to custom and rent thereon is collected according to the tariff in the "Thirvai Chattam" already referred to. The condition in the patta is that "in respect of trees fruit-bearing and others that stood before July 1908 in your occupation, you shall not without permission and against *Manul* do anything to injure them." This was upheld as a proper term within two years of the passing of the Estates Land Act.

This is how matters stand in my estate. I have allowed the free pasture of cattle and the collection of green manure from *poramboke* under my control except "forest reserve" for the grazing in which permits are issued. Wood for agricultural implements is likewise permitted free except from "Reserved forest" for removal of wood wherefrom permits are issued. There is so far as I know no grievance in connexion with green manure nor in the use of communal lands.

(b) Dealing with the inherent rights of a ryot in an estate in such matters, I must observe much is determined by usage not by law. It has been already pointed out that the ryot's right is to occupy the ryoti land in his holding. His use of lands set apart for communal purposes, has nothing to do with his occupancy and when such lands cease to be used for communal purposes, he has no right of reversion in them: nor when they are acquired for public purposes any right to compensation exists in respect of them.

(c) Neither an easement nor a right in gross can be acquired by prescriptive user or by way of presumed grant by a large indefinite class of persons such as ryots in a zamindari land in villages granted by Sannad Milkeyat Istimirar to the zamindar and Regulation XXV of 1802 already referred to. The question amounts to this, can the public acquire a profit *Aprendere* by prescription or the presumption of a lost grant? I have always recognized the right of free pasturage; this usage obviously does not confer the right of pasturage on any particular piece of land nor impose the obligation to set apart any portion or a sufficient extent of land for free pasturage. The same considerations apply to the removal of wood for agricultural implements.

IX. This is necessary. This will terminate the farcical procedure of exchange of pattas and muchilikas; it will enable the landholder and the ryot to have a settlement with regard to the nature and extent of the holding. Likewise it will eliminate useless litigation and laws' delays and the inevitable waste of energy which is the inevitable concomitant of existing procedure.

X. The under-tenant cannot have higher rights than those of the pattadar. But some pattadars are absentees. Their neglect to pay the rent due on the holding may cause hardship to the actual cultivator. Safeguards must be introduced to prevent this.

XI. (a) The Board of Revenue may continue as heretofore. There is no need to constitute a special tribunal and the experience of the past does not advocate a change in the existing machinery.

(b) Revenue Courts generally.

XII. (a) For eviction of unauthorised occupants or trespassers the existing remedy is fruitful of expense and delay. A summary remedy, by recourse to the nearest Revenue Officer may be devised. The limit of time now fixed as "two years continued occupation unauthorisedly of a land in an estate" should be recognised, bears heavily on the landholder. Even if the ryot cultivates such a land in the first year and is proceeded against for eviction the remedy for the landholder depends upon an unassailable evidence in a court of law and such evidence now being solely the record maintained by the karnam is controverted by interested evidence on the part of the encroacher with the result that very often the rights of the landholder are lost. Frequently suggestions are thrown out from the court that the occupation, unauthorized though it be, may be recognized as the party had entered on the land. To obviate the possibility of injustice, inherent in the present law, with regard to encroachment on zamin porambokes, it is necessary that the law relating to encroachments in zamin porambokes should follow that prescribed for encroachments on Government porambokes.

(b) I have no views on this matter.

**Memorandum by Mr. M. S. Raghunatha Thathachariar, zamindar, inamdar and landholder, dated 29th November 1937.**

I. (a) The zamindar is the proprietor of the soil. (See 21 Weekly Reporter, page 358, 51 Indian Cases, page 899.)

(b) The tenant has only the right to cultivate the land purely for agricultural purposes. He has no right to the minerals underneath the surface or for any treasure-trove.

II. (a) & (b) This is the most difficult question to solve. In some of the zamins, it is said, that a high rate of rent has been levied, for the new lands brought into cultivation, subsequent to the permanent sanads. Wherever such arbitrary rent has been levied, that must be brought down to the level of the adjoining or neighbouring lands as it existed at the time of the sanad to zamindars. The soil should also be classified according

to quality. The rent for such new lands should bear certain proportion to an estimated net yield. One-fourth of the net yield may be fixed as a fair rent. Rents should be revised wherever the rate for the punja exceeds 3 or 4 rupees a cawni for dry lands and more than 8 rupees for wet lands. The fixed money rent is highly advantageous in the interest of both parties concerned. (Landlord and tenant.)

(c) Remission has hitherto, probably, not been granted except perhaps in case of a few very harsh and deserving cases. The ryots do deserve some remission in the case of at least two successive failures of crops. In such cases proportionate rent may be reduced, if a local committee appointed, by the Local Government, on application by ryots, decides that such a remission is necessary. The ryots have all along been crying for such relief.

(d) The rent should be settled once for all.

(e) The interference of the Government to revise or alter the rents is detrimental, costly, and uncalled for.

III. (a) No.

(b) No.

(c) The procedure requires modification. Notification, in the district gazette, is costly and should be done away with. As rent is first charge, the procedure to sell the holding without attachment should be made clear. Notice to settle proclamation should be issued in the first instance, and the value of the holding to be sold should be fixed on the very first hearing, after personal service, wherever possible, precaution being taken to inform the ryot about the date of sale in all possible ways, postal notice being included.

IV. (a) The right to supply water may be regulated by custom and if there is no such custom the matter may be made to depend on contract. The principles obtaining in ryotwari tracts may also be applicable in regard to the supply of water.

(b) The question will arise only in a few cases where landholder has got pannai lands side by side with the lands belonging to the ryots. The landholder may be placed in the same position as the Government in ryotwari tracts.

V. (a) This can only be gradually done as it is a costly affair. Provision must be made whenever disputes arise.

(b) If a survey is rendered necessary the cost must be borne equally by the landlord, tenant, and Government.

VI. No. Rent alone should be collected, of course with cesses payable by statutes.

VII. (a) May graze in forests with permits.

(b) Permission to ryots to cut wood for ploughs may be granted by free permits, but for green manure permits should be charged.

(c) Pathways and roads should be measured and the ryots should be allowed to use them for traffic and pathways to their lands.

VIII. (a) Zamindars are bound to repair their tanks feeder-channels and inlets. Ryots should make minor repairs to field kannars on the line of kudimaramat.

(b) No. The existing provision in the Estates Land Act is sufficient.

(c) Ryots or Government may take the initiative to get the irrigation works repaired.

IX. Jamabandi is necessary as the rates of rent vary often according to crops. Ryots' application, complaining about wrong entries by karnams, should be enquired into by the landlords, and, if the ryot is dissatisfied, he may move the Collector for an enquiry, for which an application should require no stamp.

X. The ryots have the status of occupancy rights and the lessees under the ryots have no place in the Act.

XI. (a) Revenue Board jurisdiction is not necessary. District Collector's powers under the Act should also be abolished. District Judges only should act as courts of first appeal. Jurisdiction under the Act may be given to District Munsifs.

(b) In special tracts where zamin litigation is on the increase, or where zamindari villages preponderate, special revenue courts, presided over by judicial officers trained in civil law, should be established.

XII. (a) Ejectment on failure to pay rent and premium fixed by court is the proper remedy.

(b) The procedure to collect jodi, etc., from inamdars must be made similar to the one to collect rent.

M. S. RAGHUNATHA THATHACHARIAR.

**Memorandum by Mr. G. Krishnaswami Ayyangar, proprietor of Krishnapuram zamin, Udaiyarpalayam taluk, dated Srirangam, the 29th November 1937.**

I. (a) The zamindar is the proprietor of the soil. (See Weekly Reporter, page 358, 51 Indian cases, page 899.)

(b) The tenant has only the right to cultivate the land purely for agricultural purposes. He has no right to the minerals underneath the surface or for any treasure-trove.

II. (a) & (b) This is the most difficult question to solve. The tenants want rent to be reduced so that it may be equal to the adjoining ryotwari lands. In some of the zamins, it is said that a high rate of rent has been levied for new lands brought into cultivation, subsequent to the permanent sannads. Wherever such arbitrary rent has been levied, they must be brought down to that of the adjoining lands or neighbouring lands as it existed at the time of the sannad zamindars. The soil should also be classified according to quality. The rent for such new lands should bear a certain proportion to an estimated net yield. One-fourth of the net yield may be fixed as a fair rent. Rents should be revised wherever the rate for punja exceeds 3 or 4 rupees a kawni for dry lands and more than 8 rupees for wet lands. The fixed money rent is highly advantageous in the interest of both parties concerned (landlord and tenant.)

(c) Remission has hitherto been unknown to the zamindars except perhaps in the case of few benevolent and highly sympathetic landlords. The ryots do deserve some remission in the case of at least two successive failure of crops. In such case 50 per cent of the rent may be reduced if a local committee appointed by the Local Government on application by ryots to decide that such a remission is necessary. The ryots have all along been crying for such relief.

(d) The rent should be settled once for all.

(e) The interference of the Government to revise or alter the rents is detrimental, costly and uncalled for.

III. (a) & (b)—No.

(c) The procedure require modification. Notification in the District Gazette is costly and should be done away with. As rent is a first charge. The procedure to sell the holdings without attachment should be made clear. Notice to settle proclamation should be issued in the first instance and the value of the holding to be sold should be fixed on the very first hearing after personal service wherever possible. Precaution being taken to inform the ryot about the date of sale in all possible ways. Postal notice being included.

IV. (a) The right to supply of water may be regulated by custom and if there is no such custom, the matter may be made to depend on contract.

(b) The question will arise only in few cases where landholder has got pannai lands side by side with the lands belonging to ryots. The landholder may be placed in the same position as the Government has in ryotwari tracts.

V. (a) This can only be gradually done as it is a costly affair. Provision must be made whenever disputes arise.

(b) If a survey is rendered necessary, the cost must be borne equally by the landlord and tenant.

VI. No. Rent alone should be collected of course, with cesses payable by statutes.

VII. (a) & (b) May graze in forests with permits and permission to ryots to cut wood for ploughs may be granted by free permits and for manure permits should be charged.

(c) Pathways and roads should be measured and the ryots should be allowed to use them for traffic and as pathways to their lands.

VIII. (a) Zamindars are bound to repair their tanks, feeder channels and inlets. Ryots should make minor repairs on the line of kudimaramat.

(b) No. The existing provision in the Estates Land Act is sufficient. Ryots or Government may take the initiative to get the irrigation works repaired.

IX. Jamabandi is necessary as the rates of rent vary often according to crops, ryots' application complaining about wrong entries by karnams, should be enquired into by the landlords and if the ryot is dissatisfied he may move the Collector for an enquiry for which the application should require no stamp.

X. The ryots have the status of occupancy rights and the lessees under the ryots have no place in the Act.

XI. (a) Revenue Board jurisdiction is not necessary. District Collector's powers under the Act also be abolished. District Judges only should act as courts of first appeal. Special power should be given to the High Court to revise proceedings if the Deputy Collector and questions of law on important matters.

(b) In special tracts where zamin litigation is on the increase or where zamindari villages responderate special Revenue courts presided over by judicial officers trained in civil law, should be established.

XII. (a) A ejectment of failure to pay rent fixed by Court is the proper remedy. The procedure to collect jodi, etc., from inamdars must be made similar to the one to collect rent.

G. KRISHNASWAMI AYYANGAR.

**Memorandum by M.R.Ry. V. R. Rajagopalachariyar Avargal, B.A., B.L., Proprietor, Manakkal village, Ariyalur zamindari, Trichinopoly district, and Advocate, Tanjore, dated 27th November 1937.**

I. (a) and (b) Though at first sight it might seem that the tenant who has the right to occupation and the right of alienation should be deemed to be the proprietor, he cannot be said to be so, as he has not got all the rights of a proprietor in the land. A proprietor can ordinarily deal with his land in any manner he pleases, such as erecting buildings even on cultivable lands, working mines, etc., whereas a tenant has got only a restricted right of user in the land. Secondly, when the tenant relinquishes his land, the landholder immediately steps in as the ultimate owner and takes possession of his land. Again, with respect to the cutting and planting of trees in a holding, a tenant has not got absolute rights. These and similar circumstances go to show that the proprietorship in the soil vests only in the zamindar.

The occupancy ryot, in addition to his right to be in occupation of the land, possesses in the land a heritable and alienable interest of a permanent character. He has not, however, the sole interest, while the landholder has got the proprietary right in the land, which includes the right to recover rent, etc.

II. (a) & (b) A third of the gross-yield will be a fair and equitable rent. Allowing a third of the gross-yield ordinarily for cultivation expenses, the remaining two-thirds may be divided equally between the landholder and the tenant, giving the landholder a third in the gross-yield.

(c) No statutory provision for remission is necessary as the rate of rent is fixed on the basis of the average yield for ten years, which would include one or two famine years as well.

(d) It is always feasible and convenient to fix the rent once for all, as in the case of ryotwari villages. The average yield per year for the last ten years may be commuted into a money rent as the average prices obtaining in the last ten years and a third of the income so commuted may be fixed as rent for the land. It is most desirable to settle the rent once and for all on the lines indicated above, instead of driving the landholder and the tenant to litigation year after year.

(e) It is not at all desirable that the Provincial Government should have powers to revise or alter the rents by executive action, as the proposals mentioned above for fixing the rent take into account the average yield of ten years, inclusive of famine years, and the average price.

III. (a) Powers now given to the landholders for collection of rent are neither too much nor too little and do not require any revision. The present Estates Land Act provides sufficient safeguards from the landholders misusing the powers given to them for collection.

(b) Does not arise, in view of the answer to question III (a).

(c) Instead of resorting to Revenue Divisional Officers by filing summary suits for recovery of rents, in the case of recalcitrant tenants, a simpler remedy will be to allow suits to be filed in civil courts fixing a nominal court-fee for such suits, so that it might not act as a burden on the tenants. Sales of holdings might be conducted by a special officer appointed by the Government in that behalf on receiving nominal fees from the landholders, which may be eventually included in the bill of costs.

IV. (a) The right of a tenant to water-supply is inherent as being appurtenant to land, and the landholder is bound to provide the tenant with the customary supply of water for his holding. If the landholder invests money in big schemes for water-supply he may contract with the tenants for the supply of water under the new scheme on a regulated scale.



(b) The landholder is bound to give the customary supply of water to the tenants from the existing water-sources, and subject to this obligation, the landholder has got all rights in the water-sources in the estate.

V. (a) It is absolutely necessary that all the estates should be surveyed and a register of record of rights maintained. As the Government survey is necessarily costly the landholder may be given the option to have the lands surveyed privately without the intervention of Government, initially at his cost. But it must be made obligatory on the landholder to have the estate surveyed.

(b) In every case the cost of survey should be borne by the landholder and the tenant in moieties and provision should be made for the collection of the tenant's share of the survey charges by the landholder.

VI. The landholder can claim, in addition to the rent, all customary levies which he was receiving from the tenants from time immemorial and not new ones.

VII. (a) The tenant should have the right to graze his cattle in all uncultivated poramboke lands in the village and to collect green manure therefrom for his lands. Cutting of wood for agricultural implements is not easily controllable and is likely to be misused by the tenants and hence ought not to be allowed.

(b) The tenants have got such a right to graze cattle and collect green manure from poramboke lands, only as appurtenant to their holdings and not otherwise.

(c) Public paths are common to the landholder and the tenants and they may be used by all the villagers. By communal lands, I mean, poramboke lands which exclusively belong to the landholder, in which the tenants have no right, except for grazing cattle and other purposes mentioned above. So also in the case of hill and forest porambokes.

VIII. (a) The landholder is bound to repair and maintain such of the irrigation sources in the village as have been customarily supplying water to the kudikani lands in the village. If he fails to do so, the tenants may compel the landholder to execute the necessary repairs by suitable action.

(b) It is not necessary that any rights should be vested in the Provincial Government to undertake repair or maintenance of irrigation works. If the landholder fails to carry out his duties in this matter, the tenants may be given rights to compel him to do so, as provided by Chapter VIII of the present Estates Land Act.

(c) Does not arise in view of the answer for VIII (b).

IX. The yearly jamabandi is necessary as the rent in most villages now depends on the nature of the crop raised in each year. Even if the rent is to be permanently fixed, jamabandi may be necessary for other purposes such as recognizing transfer of holdings, levying assessments on encroachments and for irrigation from unauthorized sources, etc.

X. The pattadar is the real ryot and the undertenant will only be in the position of a lessee under him. The ryot alone should be responsible to the landholder irrespective of any arrangement between him and the undertenant.

XI. (a) The Board of Revenue should be divested of all powers of revision and appeal with respect to disputes between landholders and ryots. All disputes should be settled by civil courts, both original and appellate, as in the case of ryotwari lands.

(b) Proceedings between landholders and tenants should be tried only in civil courts. No special tribunal is necessary and the existing civil courts will be able to cope with the additional work, especially as litigation is rapidly falling in civil courts.

XII. (a) The landholder is entitled to levy penal rent for unauthorized occupations. He can also eject the occupant peacefully or by recourse to courts, if necessary.

(b) The existing provisions may continue.

V. R. RAJAGOPALACHARIAR.

**Memorandum by V. R. Ramaswami Ayyangar, Proprietor of Elandangudi zamin, Perambalur taluk, dated Srirangam, the 29th November 1937.**

1. (a) The zamindar is the proprietor of the soil. (See Weekly Reporter, page 358, 51, Indian Cases, page 899.)

(b) The tenant has only the right to cultivate the land purely for agricultural purposes. He has no right to the minerals underneath the surface or for any treasure-trove.

2. (a) & (b) This is the most difficult question to solve. The tenants want rent to be reduced so that it may be equal to the adjoining ryotwari lands. In some of the zamins. it is said that a high rate of rent has been levied for new lands brought into cultivation subsequent to the permanent sanads. Wherever such arbitrary rent has been levied they must be brought down to that of the adjoining lands or neighbouring lands as it existed at the time of the sanad zamindars. The soil should also be classified according to quality. The rent for such new lands should bear a certain proportion to an estimated net yield. One-fourth of the net yield may be fixed as a fair rent. Rents should be revised wherever the rate for punja exceeds 3 or 4 rupees a cawny for dry lands and more than 8 rupees for wet lands. The fixed money rent is highly advantageous in the interest of both parties concerned (landlord and tenant).

(c) Remission has hitherto been unknown to the zamindars except perhaps in the case of few benevolent and highly sympathetic landlords. The ryots do deserve some remission in the case of at least two successive failure of crops. In such case 50 per cent of the rent may be reduced if a local committee appointed by the Local Government on application by ryots to decide that such a remission is necessary. The ryots have all along been crying for such relief.

(d) The rent should be settled once for all.

(e) The interference of the Government to revise or alter the rents is detrimental, costly and uncalled for.

3. (a) & (b) No.

(c) The procedure require modification. Notification in the district gazette is costly and should be done away with. As rent is a first charge. The procedure to sell the holdings without attachment should be made clear. Notice to settle proclamation should be issued in the first instance and the value of the holding to be sold should be fixed on the very first hearing after personal service wherever possible. Precaution being taken to inform the ryot about the date of sale in all possible ways. Postal notice being included.

4. (a) The right to supply of water may be regulated by custom and if there is no such custom the matter may be made to depend on contract.

(b) The question will arise only in few case where landholder has got pannai lands side by side with the lands belonging to ryots. The landholder may be placed in the same position as the Government has in ryotwari tracts.

5. (a) This can only be gradually done as it is as costly affair. Provision must be made whenever disputes arise.

(b) If a survey is rendered necessary the cost must be borne equally by the landlord and tenant.

6. No. Rent alone should be collected of course with cesses payable by statutes.

7. (a) & (b) May graze in forests with permits and permission to ryots to cut wood for ploughs may be granted by free permits and for manure permits should be charged.

(c) Pathways and roads should be measured and the ryots should be allowed to use them for traffic and as pathways to their lands.

8. (a) Zamindars are bound to repair their tanks, feeder channels and inlets. Ryots should make minor repairs on the line of kudimaramat.

(b) No. The existing provision in the Estates Land Act is sufficient ryots or Government may take the initiative to get the irrigation works repaired.

9. Jamabandi is necessary as the rates of rent vary often according to crops ryots' application complaining about wrong entries by karnams, should be enquired into by the landlords and if the ryot is dissatisfied he may move the Collector for an enquiry for which the application should require no stamp.

10. The ryots have the status of occupancy ryots and the lessees under the ryots have no place in the Act.

11. (a) Revenue Board jurisdiction is not necessary, District Collector's powers under the Act also be abolished. District Judges only should act as courts of first appeal. Special power should be given to the High Court to revise proceedings if the Deputy Collector and questions of law on important matters.

(b) In special tracts where zamin litigation is on the increase or where zamindari villages responderate special Revenue Courts presided over by judicial officers trained in civil law should be established.

12. (a) A ejectment of failure to pay rent fixed by court is the proper remedy. The procedure to collect jodi, etc., from inamdars must be made similar to the one to collect rent

V. R. RAMASWAMI AYYANGAR.

**Memorandum by Mr. M. D. Subbaraya Ayyar, Proprietor of Selur estate, Namakkal taluk, Salem district, dated 25th November 1937.**

*Preliminary.*

So far as the Salem district was concerned the zamindari areas or the permanently settled estates were introduced at a time when the administrative system was not perfect and the collection of revenue was precarious. The zamindars were made responsible for so much of revenue with liberty to appropriate the excess they collected from ryots on the basis of settlement then fixed per acre of land. The settlement is generally known as painash and the zamindars are restrained from increasing the rent fixed therein. Whatever may be the motive or the necessity to introduce the system, it is a misfit to modern conditions and growing ideas of people. In these days of perfect administrative control and efficiency the system of collecting revenue through the middlemen, namely, the zamindars is not only unnecessary but is also cumbrous, from the point of view of Government. From the ryots point of view they feel rightly or wrongly, genuinely or otherwise that they will be better off directly under Government than under the zamindari system. From the zamindar's point of view many of them would certainly be glad to be rid of the worry of a heavy responsibility. While the demand of Government for peishkush is peremptory on the appointed date, the collection from the ryots is slack and dilatory, so much so that very often the zamindar has to borrow and pay Government. The village officers who are directly under the Government control while being diligent and prompt in the collection of Government dues such as irrigation cess, korambu tees, etc., are slack, careless and indifferent in the matter of collection of rent. As a class the village officers in zamindari areas are incorrigible and never obey the proprietor. Any representation on the matter is far from being effective. The law regarding the collection of revenue is highly defective, dilatory and cumbrous. In these circumstances the zamindars would welcome the taking over of the collection of revenue by the Government if only they are assured of an annuity of the average of last five years net income after paying the peishkush, cess and village officers contribution. Nevertheless there may be some who feel that their prestige is lost by Government taking over the area. We may leave them apart. Therefore, I would suggest that in the first instance an enabling bill to empower the Government to take over estates when the proprietor expresses his willingness in writing or when 75 per cent of the ryots desire in writing that the estate be taken over on condition that as a sort of compensation the Government agree to pay an annuity of the average net income of five years to the proprietor and his heirs in perpetuity. Thus at first an option may be given and the experiment tried before compulsion is made. With these preliminary remarks I shall proceed to answer the questionnaire.

I. (a) This is purely an academic question. It matters very little by what particular appellation each is called. It is neither necessary nor expedient to tackle the question so long as the respective rights of the proprietor and the tenant are clearly defined. At present through in name the zamindar is said to be the proprietor of the soil for the purpose of mineral rights, if any; and for the collection of rent he exercises no control whatsoever on the soil in effect. The tenant subject to his paying the rent treats the soil as his own with powers of lease, mortgage, sale and other alienations. He can make improvement on the land to his heart's content without any interference from the proprietor. In no way are the rights of a tenant curtailed. I see no difference between a ryotwari tenant and zamindari tenant so far as the rights of ownership are concerned except in the case of minerals. In practical working the zamindar is only a middleman and a collector of revenue though he is called by a dignified name as proprietor. The word "proprietor" may if necessary be removed and some other name be substituted with rights clearly defined.

(b) The tenant has all the rights of an owner now. There is only one restriction, namely, that he must use the land as an agricultural holding and not use it for any other than agricultural purpose lest the value of land and the rent should diminish. The landlord exercises no control whatsoever except in the case of any conversion partly or wholly of the agricultural holding. I am not able to see what exactly is the grievance.

II. (a) A fourth of the net income of the land after deducting the necessary and incidental expenses of cultivation will be fair and equitable in my opinion. I believe that when the rent was settled at the time of painash it was fair and equitable and was based on some standard, the price of the produce, etc. Since then the prices have increased and the rent remains the same. If any, it is the tenant that profits by it. Nevertheless it is not expedient to enhance it and the question of reduction is an impossibility so long as the peishkush payable to Government

remains stationary. If rent has to be revised by way of reduction the peishkush also has to be revised in that direction in fairness to the zamindar. Whatever may be the state of affairs in the north so far as Salem district is concerned, the peishkush payable to the Government including cess, and village officers contribution works at very much more than 50 per cent almost reaching 60 per cent in some cases. The lion's share is being paid to Government. Incidentally it may be mentioned that contrary to the terms of the regulation that no more than the permanent settlement originally fixed will be demanded from the zamindar, indirectly the cess is enhanced and collected. While the ryotwari tenant pays cess at the rate of Re. 0-1-9 per rupee the zamindari ryot pays only at half the rate, the other half being contributed by the zamindar. In effect this is nothing but an enhancement of demand. It is illegal, improper and unjust and ultravires of the legislature in my opinion to pass an Act in contravention of the original solemn agreement and on the strength of it impose additional burden.

(b) Mainly the rent should be based on the income actual or estimated in consideration of the advantages or otherwise the field enjoys by way of natural water-supply, richness of soil, marketing facilities, etc. Very often large acres of cultivable fields are turned into pasture land to enable the cattle to feed on them. In those cases the tenant feels that from his point of view it is more advantageous to keep the ground as pasture rather than cultivate it. The rent nevertheless will be the same. A particular piece of land cannot always be cultivable nor always pasture. They vary according to the circumstances and the fancies of the ryot. If however the rent should be reduced on pasture land for the purpose of encouraging cattle breeding then the peishkush as I said should be correspondingly reduced in the necessary proportion so as to cause no pecuniary loss to the zamindari.

(c) Frankly speaking I have no faith in the remission of rent except in very extraordinary circumstances such as inundation of flood, complete stoppage of water by breaches, or breaking of land by earthquake, etc. While the reduction say at 2 annas per rupee does not in the least affect the tenant who spends perhaps many times the amount on labour, household and other items the sum total of such reductions considerably upset the administrative calculations and take away a very appreciable sum that could be utilised for industrial enterprises or national improvements undertaking and schemes. Reduction of rent or revenue apart from creating a display of relief does not and cannot in the least give the ryot a real relief in my opinion. A tenant paying a kist or rent of Rs. 10 has a holding worth say Rs. 1,200 from which he gets a net income of Rs. 60. Will the reduction of Re. 1-4-0 from the kist give him any substantial relief. My answer is an emphatic 'no.' He would on the other hand get a substantial relief if his son, wife and daughter are made to earn a supplementary income by reason of a village industry encouraged and financed by Government with the help of the sum total of such reductions to be ear-marked annually for such industry. This will enhance the national income.

(d) Fixing of rent once for all is the best. It ought to be constant and invariable. Permanency of rent is an important element in the promotion of improvements of agriculture. The ryot must be made to feel that nothing more and nothing less than the amount fixed will be demanded at any time under any circumstances. He ought not to be made to feel precarious that at any moment it might be enhanced and he be left to face the litigation at some expense. Besides, however well thought out and reasonable the principles enunciated for enhancement or reduction may be they are a temptation to litigate and litigation is ruinous.

(e) Yes. The reserve power is not only expedient but also necessary to give a sense of security to the ryots and the proprietor need not only have no objection but should welcome it. It is an effective safeguard against allegations of helplessness on the part of ryots and fancied extortions of the proprietor. While I am dealing with the question of fairness of rent, I may with appropriateness point out in this connexion the exorbitant amounts collected from the ryots by way of water-rate by Government in Cauvery fed areas. I refer to the paimash garden lands in zamindari area. The tenants for these lands pay to the zamindar about Rs. 9 per acre for the facility of taking water from the channel plus cess besides paying Rs. 3 as korambu fees. Over and above this the Government levy water-rate at Rs. 8 or Rs. 9 per acre so that the total contribution paid by the tenant with cess works at Rs. 21 per acre. There is absolutely no justification for the Government to treat the paimash garden lands entitled to channel water as dry and levy water-rate for the mere reason that the garden land has been lowered in level to admit of gravity irrigation. The tenants feel the hardship very severely. I have dealt with this aspect very elaborately in my letter to the Minister in charge of revenue. The reduction made

in the water-rate for baling lands is not commensurate with the trouble, worry and expense involved by lifting the water. Again the recent increase of water-rates by the alleged steadier supply of water in the channel by reason of Mettur dam is unjustifiable as neither the quantity of flow of water is increased nor the period of flow extended. In all these ways drastic action by way of giving relief to groaning ryots is necessary and the irrigation rates and methods warrant a thorough overhauling.

III. (a) & (b) Yes. The powers now given are highly defective. No doubt the power of distraint for arrears of rent is given to the proprietor but it is wholly futile.

Section 87 of the Estates Land Act lays down an obligation that when security is offered after distraint the distrainer shall withdraw the distress forthwith. There is no alternative to the proprietor. It is obligatory on his part to release the distrained property. Then how is he to call upon him who offers security to produce the distrained articles. There is no provision for it in the Act. Of course there is the general remedy of proceeding against the surety by civil action. But it is the policy of the Act to avoid dilatoriness incidental to a civil court for the purpose of recovering arrears. What is sought to be avoided is affirmed indirectly.

Section 92 recites that the distrainer shall apply to the sale officer for the sale of property specified in the list. Supposing he applies and the surety does not produce them what is the remedy? There is no provision to force the surety to so produce. Both the proprietor and the sale officer are helpless. The result is that we revert to the condition before distraint. It is surprising that in all the several amendments the Act has undergone this big gap calculated to render distraint futile has not been perceived. If we compare the provisions of the Revenue Recovery Act we find there is no similar obligation on the part of the distrainer to release the distrained property on security being furnished. In fact the defaulter under the Revenue Recovery Act is not given the option either to pay money or give security to get the property released. He has necessarily to pay money. Compare section 87 of the Estates Land Act and section 10 of the Revenue Recovery Act. The distinct is rendered nugatory by making it optional for the defaulter to furnish security and obligatory for the distrainer to release the property on such furnishing.

Either the option must be removed or effective provision must be made to get the distrained property produced by the surety.

(c) The village munsifs must be made primarily responsible for the collection of rent in his village. If coercive process by way of distraint is necessary to that end he should seek and get the authorisation from the proprietor in writing without waiting for the proprietor to take the initiative. It is a notorious fact that the village officers in proprietary estates are very slack and indifferent to collections and sometimes in-subordinate. If authorisation is given to him to distrain he does not obey but gives some excuse or other to evade the unpleasant task. The dual control of the village officers both by the Tahsildar and the proprietor leads to endless troubles. He must be made responsible to the one or the other. I would suggest that the proprietor is given power to fine, suspend and dismiss the village officers and they may be given the right of appeal to the Deputy Collector and the Collector also if necessary with powers of revision to the Board of Revenue. It is undeniable that it is this fear of fine, suspension and dismissal by the revenue authorities that makes the village officers prompt and alert in Government collections. Secondly the power to distrain and bring the distrained property to sale must be rendered effective as indicated above. Regarding the sale of holdings the procedure is very elaborate, cumbersome and costly. It is based evidently on the belief that the proprietors as a class are heartless and extortionate with a tendency to hoodwink the ryot. Otherwise I cannot account for the insistence of gazette notifications at a very heavy and prohibitive cost. I can't divine any reason why the postal intimation by registered post is rendered insufficient. It is doubtful after all whether the ryot living in a far off village gets the gazette and if he does get one in the village whether he looks at it. This formality may be dispensed with and unnecessary cost saved. The interval between attachment and sale of holding may be shortened. The stamp payable on the applications may be reduced.

IV. (a) The rights to take water are certainly inherent to land subject to payment of water-rate either to the Government or to the proprietor whoever may be the owner or supplier thereof. The question of contract cannot come in except it be that a particular rate is agreed to be given for a particular quantity.

(b) This depends entirely on the other question whether the landholder is the proprietor of the estate or only a rent collector. In the former case he will be entitled to the waters as well and can deal with them as he desired but not in the latter.

V. (a) Compulsory survey will lead to hardship especially when the cost is heavy. The cost of survey must be made cheaper and option given to proprietors. In these hard days it is exceedingly difficult for proprietors and ryots to spare money. It is certainly expedient and prudent to have the estates surveyed and record of rights maintained. But if it is made compulsory then the Government should be able to do it and take the cost from the proprietors and ryots in 20 annual instalments along with the kist.

(b) The present system of the proprietor and the ryot sharing the expenses half and half will be fair.

VI. No. The feudal system of tenants contributing money or grain on occasions is an anachronism and should be dispensed with. Anything other than rent and expenses incidental to the collection thereof is neither fair nor proper. It is inconsistent with the growing ideas of democracy.

VII. (a) At present the proprietor being the owner of all poramboke pasture and cultivable lands, forests, etc., he has a right to control. Nevertheless the tenants must be given opportunities to use them on some basis to be arrived at in fairness to both parties. However natural the facilities may be they are likely to be exhausted if attention is not bestowed on them and some money invested for replenishing what is exhausted. Hence the control must be in the hands of the proprietor or the village panchayat and a reasonable fee levied for the use of such facilities on some standard. But in the case of heavy investments made by the proprietor for creating facilities for his own lands, it will not be fair for the tenants to claim a right. For instance where a big pasture land or an artificial forest is brought into existence with the money of the proprietor or his predecessors-in-title for their use the tenants cannot be permitted to put in his claim to graze cattle or cut leaves or wood in that area.

(b) I would answer 'No.' Ordinarily such natural facilities are very limited in zamindari areas. An indiscriminate licence to cut leaves and wood will wipe off the facilities in course of time. Where a large body of people are let in indiscriminately the responsibility is less. The indifference and lethargy on the part of people even to remove a small obstacle on the road is an impediment to let them free on growing forests. I would therefore propose a reasonable fee to be imposed. As in the case of Germany the planting of two plants in the place of one tree taken may be insisted on. Even for this some control and supervision is necessary entailing some cost which should come from people who utilise the facilities.

(c) So far as public paths and communal lands are concerned, the tenants and proprietor and the public generally have a right to use them free and I don't know if anybody can claim exclusive right to prevent others from using them. But the trees standing on either side of the path, and on communal lands should belong to the proprietor. In the case of hill and forest porambokes the right of use may be given to the tenants on payment of a nominal fee.

VIII. (a) The irrigation tanks in the zamindari area in the Salem district are in a most deplorable condition. I believe they are so in other districts as well. Some have breached and some have been silted up. They were never cared for by the proprietors but grossly neglected. There is no use of blaming them because with the money they collect in dribblets they can hardly make a saving. Further to meet Government demands they have to borrow at heavy interest and the debt accumulates. The tenants are hardly alive to their rights. The difficulty of combining to enforce the rights and the costs of litigation are important factors to be counted from the point of view of the ryots. There is a tendency to allow things to drift and all this enures to the advantage of the proprietor. The provisions in chapter VII of "The Estates Land Act" have never been to my knowledge brought under operation. They remain a dead letter. Education must advance. The ryots should be made to realise their rights and liabilities. Till this is done on a mass scale, I would suggest that a compulsory contribution to an irrigation fund from the proprietors be insisted on and added to the peishkush so that the Government may do the irrigation work under the supervision of their own engineering staff giving the contract to the proprietor himself or his nominee so that he may have the satisfaction that his contribution is spent by himself.

(b) Yes. The Government ought to undertake inasmuch as it is the duty and privilege of Government to shape the policy to increase the production of the country, private agencies must be goaded, encouraged and if necessary compelled to see that production is augmented. To that end Government must undertake the repair and maintenance without depending on the off chance of proprietor doing it.

(c) There is no use waiting for the application of parties. Applications may not come. It requires an effort for a ryot to go to a petition-writer and ask him to draft a petition which means some expense for him however negligible it may be. In addition the idea invariably comes to his mind: "Why should I incur expenditure and take the initiative in a scheme which will benefit the generality." However repugnant the sentiment may be, we have to count on existing factors and state of affairs. There fore I would suggest that the repairs and maintenance the proprietor may be to afford facilities to his ryots, he is unable to do so on account of various calls on his purse and the impossibility of framing a budget. Where a man cannot do a beneficial thing himself the State must step in, in the interest of the mass. The repair and maintenance of irrigation work in zamindari areas must form a branch of Government activities.

IX. No. Jamabandi by Revenue Officers in zamindari area is nothing but a survival of old fashioned custom. It serves no purpose. It seems to be a time-honoured mamool that the village officers in the zamindari area are not expected to maintain all the registers that his colleagues in Government villages do. At the time of jamabandi only water-rate levies and collections are checked. The amount may come to a few hundred but the village officers are made to go a number of times and compelled to stay at a time 15 days or 20 days. The village officers spend much money by way of travelling expenses, hotel charges, contributory charges and entertainment of jamabandi clerks and they are forced to replenish this in a number of objectionable ways. The little work that village officers are expected to do for Government may be supervised by Revenue Inspector or the Deputy Tahsildar while camping at the village.

X. Under tenants step into the shoes of major tenants and they should be recognized as such. As for payment of rent since the land is primarily liable for the rent it can be collected either by one or the other and in default the holding may be brought up for sale. The power of distraint of immovable properties should avail against both with powers to recover what each paid on behalf of the other by way of damages.

XI. (a) The authority of the Board has not been found to be unsatisfactory. Further the scope is very limited and the subject less. A special tribunal being a costly one I would avoid for the present.

(b) Any court with speedy justice where delay can be avoided should be satisfactory. The civil court is out of question. The revenue court is good enough but the Deputy Collector may be ordered to try the estate cases in the respective villages while camping there instead of at headquarters. Special courts compared to the number of cases that come for disposal will be an unnecessary and costly appendage.

XII. (a) The right to eject the occupant through the Collector should be given to the landholder in addition to compensation and damages. Otherwise the nuisance will be irremediable and discipline and control shattered.

*Collection of rent and payment of kist.*

I take it that the contemplation of the amendment of the Act is intended not only for the benefit of the ryot but also for the proprietor. The collection of rent is spread over eight months beginning from November to June payable in instalments. The period may be reduced from eight to six months beginning from January. November and December are slack seasons. The cultivator spends all the savings in the initial expenses of cultivation and finds no money to pay rent. The proprietor has necessarily to wait till January to get a decent proportion of rent from the tenant while he has to pay the Government dues for which there is peremptory demand. The result is that in order to avoid harassing the tenant by coercive process of distraint he has necessarily to borrow money and pay the peishkush. This is really a hardship. There is a good deal of force in the article contributed by the Zamindar of Urlam in the *Hindu* of the 27th October 1937 at page 7 and I would strongly commend it to the consideration of the Enquiry Committee.

M. D. SUBBARAYA AYYAR.

**Memorandum by G. F. F. Foulkes, Esq., Zamindar of Salem,  
dated 27th November 1937.**

I. (a) The word "Tenant" has been used throughout the questionnaire. It is not appropriate. *Tenant* means persons holding the home-farm lands (private lands) of the landholder as well as those actually cultivating ryoti land under a ryot, i.e., tenants and sub-tenants of a ryot. *Ryot* means a person who holds for the purpose of agriculture ryoti

land in an estate on condition of paying to the landholder the rent legally due upon it. The zamindar is the owner of the soil; the ryot possesses only the occupancy right to occupy so long as he pays the rent. The proper word that should have been used here is ryot and not tenant.

(b) The ryot has got the permanent right of occupancy heritable and transferable and the landlord has all the other rights. The ryot has the right to till the surface soil, to sow whatever he likes and harvest it so long as he pays the rent. The lands should be used only for agricultural purposes.

II. (a) This question does not arise in estates where the record of rights has been made out by survey and settlement. In other cases the fair and equitable rent will be the amount which the ryot has been paying to the zamindar all along without fluctuation. In case of dispute, the fair and equitable rent should be determined according to the nature of the soil or one-half of the produce of the land should be taken as the landlord's quota.

(b) The considerations to be taken into account are—

- (1) Irrigation facilities;
- (2) easy approach;
- (3) nature of the soil;
- (4) level of the land;
- (5) nearness to village or town site; and
- (6) the yield.

(c) The rules relating to Government ryotwari lands in regard to remission may be applied to the zamindari lands, provided the amount of remission for zamindari lands is set off from the amount of peshkash payable to the Government by the landholder.

(d) It is advisable to settle the rate once for all for a particular area.

(e) If the rent is fixed once for all for different areas there is no necessity to vest any power with the Government to interfere with.

III. (a) Certainly. The present system is laborious, troublesome and costly both to the ryots and the zamindars and requires revision forthwith.

(b) The Revenue Recovery Act in force in Government villages should be extended to zamindari villages also.

(c) If the above Act is applied everything becomes simpler.

IV. (a) This question will hold good only to wet lands. If there is water in the irrigation source the wet lands will have water.

(b) The zamindar has the absolute right, ownership and control over all the water sources in his estate existing now or to come to existence hereafter and he can make the best use of them as he likes.

V. (a) Yes. All unsurveyed estates should be surveyed and record of rights maintained compulsorily.

(b) Each party bearing half.

VI. Excepting the customary levies nothing new should be collected.

VII. (a) The existing custom of every estate may continue.

(b) The same answer to VII (a) might be taken for this.

(c) The answer to VII (a) might be taken for this also.

VIII. (a) The existing legislation seems to be sufficient guide and any more legislation will complicate the matter.

(b) The existing legislation has full scope over this question.

(c) It can be applied on the application by parties only as the existing legislation directs.

IX. Yes. But it must be done by the zamindar.

X. He can have no status other than a lessee from a ryotwari landowner. The zamindar has all the rights against him as he has against the ryot. In either case, the question of adverse possession should not vest with the under-tenant.

XI. (a) The entire power should be shifted to the civil courts.

(b) In all matters, whether as between Government and zamindar or zamindar and ryot, actions should be taken in civil and civil court alone; because the present system of trying suits or application in revenue courts has not been helpful to the zamindars. The jurisdiction of Collectors should be completely taken away as, in some cases, the Collector is the plaintiff or applicant and is also the Judge.

XII. (a) In cases of unauthorized occupation of zamin lands by the ryots or anybody, the Land Encroachment Act should be extended.

(b) In this case also, the Revenue Recovery Act should be extended.

G. F. F. FOULKES



**Memorandum by the Salem District Mitta Ryots' Association, dated 29th November 1937.**

On behalf of the Salem district mitta ryots I beg to submit the following for the Committee's consideration :—

- (1) At present the zamindar is considered as the proprietor of the land. If a ryot enjoys a land for 12 years and pays kist, that ryot must be considered as the proprietor of the land for all legal purposes. The landlord must have no other interest except collecting rent for and on behalf of the Government.
- (2) Rent ought to be fixed, by taking into consideration the yield, and the prevailing prices of the grains. The fertility of the soil, the labour facilities in the area, water conveniences and other natural facilities. In my opinion, fixing rent with these considerations will be fair and equitable rent. There must be provision for remission of rent when (a) water-supply fails, (b) the price of the commodities falls very much, (c) severe drought in the area.

Permanent settlement is desirable; but the ryot must have provision for applying for remission. Revenue officers must have power to interfere in the matter.

- (3) The zamindars must be ordered to collect rent through the village headman. Then only the Government will have a check in the revenue collection. There are at present many discrepancies in collection and the receipts granted by the zamindars are quite against the principles of the Estates Land Act. I have got many such receipts.

The measures adopted in ryotwari villages for collection and sale can be introduced in zamindari areas.

- (4) A ryot pays rent for land in his possession and it includes the water interests he enjoys. The landholder enjoys a superior interest now which he is not at all entitled to. A zamindar sells the lakes and tanks reserving only the bunds.
- (5) All the estates must be surveyed and the record of rights must be maintained. The zamindars must be forced to carry out this vital necessity. The zamindars must be asked to bear the entire cost. At present the zamindars are only doing collection work. They have no other duties to discharge. They are not contributing any sum for the civic needs of the zamin villages.
- (6) In some zamindaris the zamindars are collecting customary levies. This must be made illegal in the new Act.

- (7) In some zamin villages the ryots are enjoying the natural growths for grazing-cattle, collection of green manure, etc., but in some other zamin areas the zamindars use them as their own private property and at times sells them to private individuals. There are instances wherein the zamindars use these facilities to create factions in the villages.

I consider that legislation must be made making it illegal under any circumstances for zamindars to misuse public paths, communal lands, hills, and forest porambokes.

- (8) Panchayat courts may be formed in zamin villages or in groups of villages and cases of wrong collections, over collections patta applications, maintenance of tanks, and lakes, cases of failure to repair the watering channels and drainage canals, etc., may be left to them and revenue officers may be asked to frame rules for these Committees and also give powers for supervening these Committees.
- (9) The yearly jamabandis in zamin villages like the ryotwari villages is very much desirable. Then only the ryots who are now ignorant will have an opportunity of bringing to the notice of the authorities the discrepancies committed in that revenue year.
- (10) A tenant under a pattadar must be recognized as a cultivator and must have the status of a tenant. He must be entitled to voting franchise. This tenant is only responsible to the pattadar and through him only to the zamindar.
- (11) Cases arising between the pattadars and their tenants may be tried in the village panchayat courts. The appellate authority in these cases must be the Collector.
- (12) The Government may grant any relief to the zamindar which they think fit and proper, considering the extent of unauthorized occupation of lands by the ryots. As far as I am aware, the agents appointed by the zamindars for collection work are illegitimately collecting illegal gratification which is not at all accounted. It may be possible that zamindars may not know this or they pass over these things as trivial-matters.

When an inamdar in a zamindari enjoys an inam he pays a rent to the Government. Most of these inams are for carrying out certain specified duties or for carrying out pujas in temples. Zamindars must not collect jodi, etc., from the inamdars. /

If, I am asked to give evidence before the Commission I will be able to produce many records which will clearly impress the present deplorable state of the zamindari areas and records which will clearly impress the present deplorable state of the zamindar. If satisfactory settlement is not formulated by the Congress Government, the zamin ryots will have no opportunity of getting redress from their vital grievances.

Our association thanks the Revenue Minister and the Committee for having given their thoughts to a full enquiry. I request the Committee that when they tour the Salem district to kindly summon the remarks of the Salem District Mitta Ryots' Association and to submit their statements which will be very much useful for the Committee.

N. RAMASWAMI REDDI,  
Secretary.

**Memorandum by Mr. T. D. Thiruvengada Mudaliyar, mittadar, Royakota, Hosur taluk, Salem district.**

I. (a) Zamindars in cases where the tenants have no occupancy right. In all other cases the tenant is the owner.

(b) The landholder (proprietor) is entitled only for rent from the occupancy ryot.

II. (a) Rent fixed in paimaish in vogue now.

(b) Rate of adjoining land with reference to soil. Where not fixed average rate for village fixed in paimaish.

(c) If the zamindar is given remission, it follows that the zamindar in return will grant remission and the statutory provision has to be introduced.

(d) Principles to determine fair and equitable rents may be enunciated and in case of dispute the party aggrieved may have it settled before a court of law.

(e) No. Where rent had been fixed in paimaish the interference of the Provincial Government is not desirable.

III. (a) No revision is required.

(b) Nil.

(c) The provisions of Act II of 1864 will facilitate the collection and the sale of holdings. Any other procedure will be complicated and will entail large expenditure both to the tenant and landlord.

IV. (a) The rights of tenants to water-supply are inherent as being appurtenant to the land.

(b) The regulation of the distribution of water and the granting of permits to other than the actual wet ayacutdars as already in vogue may be continued.

V. (a) Yes.

(b) Zamindar and tenant half share each.

VI. The customary right of nazarana, tree-tax, grazing fees, etc., in vogue may be continued.

VII. (a) Such of the privileges in vogue in ryotwari tracts may be adopted.

(b) Yes to a limited extent.

(c) As regards paths and communal lands public have rights which is now being enjoyed as regards hill and forest porambokes on permits.

VIII. (a) The rules in force under the Estates Land Act may be continued and in case of breached tanks where heavy cost is required the tenants must be made to share half the cost.

(b) Not necessary.

(c) Nil.

IX. Not necessary.

X. It is left to him.

The pattadar is primarily responsible to the zamindar and he has nothing to do with the zamindar.

XI. (a) The existing machinery is quite enough.

(b) Revenue courts.

XII. (a) Estates Land Act will do.

(b) Civil courts as usual to be continued.

T. D. THIRUVENGADA MUDALIYAR.

**Memorandum by Messrs. N. Rama Rao and others, certain mittadars in Salem district, dated 30th November 1937.**

In response to the questionnaire issued by you, we beg to submit the following.

The questions that are now the subject of enquiry are very important and especially if any legislation is contemplated as a result of the enquiry, it is of utmost importance to have a clear notion of the juridical interest of the landholders and tenants.

In this connexion it must be remembered that for a proper administration of a territory every part of it must be vested in some definite person. If it is not the case then numerous litigations will arise and it will be next to impossible to define the rights of any individual in property. From very ancient times it has been recognized that the property must be vested in some one, and in all cases where property could not vest in any individual it shall vest in the Crown. To quote a simple instance we might mention the law of escheat. This is not a new doctrine. It has been laid down even under the ancient Hindu law, that the Crown is the ultimate residuary. The idea being, that Crown owns all lands over which private rights have been created and when private rights are extinguished, the land will be restored to its original status and vest in the Crown.

There are other instances also which clearly indicate that the Crown always asserted proprietary rights over the soil. We have heard frequently of treaties whereby territories of one Raja have been conveyed to another. It is common knowledge that the districts of Salem, Coimbatore and North Arcot were conveyed to the British by one such treaty. If the Crown had not asserted proprietary rights in the soil it was not open to the Rajas to convey the territories in that manner. Again we find that the Hindu Rajas were collecting rents from the people for the use and occupation of land. All these instances clearly indicate that the proprietary right in the soil vest in the Crown and not in the tenant.

Then coming to the more recent times we find that the East India Company having investigated the question of proprietorship of the soil have come to the conclusion that the tenants were not the proprietors of the soil. On this basis the East India Company which originated the permanent settlement declared that all persons who have purchased village or groups of villages from the company under a permanent settlement and zamindars and palaigars who were recognized by the said company and whose estates were also permanently settled, were the proprietors of the soil.

The company was exercising sovereign power over its territories and the declaration being in exercise of its sovereign power has now settled the question once for all that the proprietary right in the soil is absolutely vested in the zamindars and the landholders.

Since then there has been several attempts to ascertain and define the nature of the right of the tenant. The matter has also been investigated in a few cases and it has been held that the tenant has only right of occupancy, i.e., if a tenant has been admitted to possession of land, or he and his ancestors have been in possession of the land for the purpose of agriculture from time immemorial, he will be entitled to continue to occupy the land for the said purpose of agriculture. He has no right to alter the purpose or the nature of the land. Further, he not being the proprietor of the soil has not the right of destruction of the soil or the subsoil. Hence it is clear that the tenant cannot have any of the subsoil rights or any right to the waste lands, porambokes, etc., in the village.

The zamindar is under an obligation to set apart some lands for the benefit of the village community. These are the village sites, tank-beds, grazing grounds, threshing floor, burial or cremation grounds and pathways. These provisions are necessary for the well being and prosperity of the people in the village. The residents of the village are equally under an obligation to see that the things that are set apart for the common use of the villagers are properly maintained. We have now set out in brief the juridical relationship between the landholder and tenant, so far as their general duties and obligations are concerned.

Now we will proceed to answer the other questions set out in the questionnaire in order.

I. (a) By immemorial custom which has been recognized by the Government and given effect to in the permanent settlement, the zamindars and the owners of the proprietary villages in this district of Salem are the proprietors of the soil.

(b) The tenant has no interest in the soil. He has an interest only in the crops raised by him with the permission of the proprietor of the soil, i.e., where the land has been assigned by the proprietor to a pattadar for agricultural purposes. The pattadar gets

only a right to be cultivating the land according to the terms of the contract entered into by him with the proprietor. He has no right to render the land unfit for agricultural purposes. In the event of such a contingency arising the tenant's interest in the land ceases, and he is liable to be ejected. These principles have been recognized by the legislature also. This interest of the tenant has been made heritable and transferable by the legislative enactment. This provision of law only helped the tenants, who invariably are not anxious to retain any of the benefits conferred on them, to get some money equivalent of their rights and transferred their rights to others. This tendency of the tenants has been responsible for creating a large body of under-tenants.

II. (a) The rents that are prevailing in this district at present are fair and equitable. To our knowledge the rates of rent that have been fixed at the time of permanent settlement are being followed, and we may submit that those rates are low.

(b) In fixing a fair and equitable rent for a land the quality of the soil, natural advantages, the average yield from the land, the rate of rent prevailing in lands with similar advantages, may be taken into consideration.

(c) We do not think that there should be any statutory provision for remission of rent, as it will conflict with the terms of the permanent settlement. On the other hand, we suggest that in extraordinary cases such as famine, flood, earthquakes, etc., the Local Government may by an order remit any portion of the peshkash payable by the proprietor and direct him to make corresponding remission to the tenants to that extent.

(d) We think that fixing of rent once for all is advisable in the interest of both zamindar and tenant. If the rate so fixed is not appropriate owing to changed conditions, principles may be enunciated to determine what enhancement or reduction as the case may be, are to be effected.

(e) Having regard to the reply for question II (d), this question does not arise.

III. (a), (b) & (c) The powers now given to landholders, and the modes of exercising those powers under the Estates Land Act of 1908, require some modification. At present there are two summary powers and also a right of suit. But in the matter of procedure the Act is not at all clear. There is a procedure prescribed for execution of decrees in the Estates Land Act. At the same time the procedure prescribed for execution of decrees under a Code of Civil Procedure is made applicable. Thus the revenue courts have been compelled to follow both procedure for execution of decrees, which leads to many complications. There is also considerable delay and expense to the parties, which has defeated the object of legislature giving jurisdiction to revenue court.

Regarding sale of holding, the power given to the proprietors are fettered with so many conditions under the guise of safeguards to the tenants' interest. By the time the whole procedure has been followed, the cost incurred by the landholder is at least 20 to 30 times the rent payable on the holding in a large majority of cases. This expenditure is an unnecessary burden on the tenant. The complicated procedure of collection creates enormous delays to the proprietor from realizing his rent; and at the same time there is no provision for realising the rent of land while the proceedings are pending. The provisions relating to the publication in the gazette serves no purpose except it be to burden the tenant with additional costs and delay the proprietor even in the proprietor getting his rent from out of the sale-proceeds.

IV. (a) & (b) The zamindar being the full owner is entitled to all the water on his estate. The tenants' right to water depends on the contract, express or implied.

V. (a) & (b) It is no doubt desirable that all estates should be surveyed. In some cases the Government survey has been made, and in some others there is only a private survey, and in others there is no survey at all. Some time may be allowed to proprietors of unsurveyed villages to have them surveyed. If they fail to do so then they may be compelled to have it surveyed. In villages that have been surveyed privately, the same may be recognized. In cases where the Government is obliged to compel a survey the cost may be collected from zamindars and tenants in proportion to the area held by each.

VI. Ordinarily the proprietor is not entitled to collect any amount in addition to rent. With regard to so-called levies customary or otherwise mentioned in the questionnaire, their legality depends on the facts of each case. No general rule can be laid down in respect of that.

VII. (a) In every village a certain area is set apart for the common use of the villagers. The tenants are utilizing this area for grazing of cattle, collecting of green manure or wood for agricultural implements. The tenants have no rights with regard to the utilization of local natural facilities.

(b) Within the limits mentioned in our answer to question No. VII (a), the tenants have been customarily enjoying their rights subject only to supervision charges.

(c) The public paths and communal lands are lands set apart by the proprietor for the use of the village. The villagers are bound to maintain it in good order. The hill, the forest, poramboke are the exclusive property of the zamindar.

VIII. (a) For the purpose of maintaining the irrigation sources and works in good working order, there are two systems now prevailing. With regard to some tanks, the "dasabandam inamdars" are responsible for their maintenance. In other cases the village community itself are doing "kudimaramat." These systems may be continued.

(b) We do not think that the Provincial Government should be vested with any power in this matter.

(c) This question does not arise.

IX. Yearly jamabandi is unnecessary. If the same is held once in three years it is sufficient.

X. The status of the under-tenant in relation to the pattadar is only that of a hired labourer. In relation to the zamindar he has no status except as the servant of the pattadar. To give him any other legal status would only complicate the system of tenure.

XI. (a) There is no necessity to constitute a special tribunal to take the place of Revenue Board. If a change is contemplated we may suggest the abolition of the Board of Revenue itself and transfer the final appellate and revisional authority to the High Court.

(b) The civil courts are preferable.

XII. (a) In all cases of unauthorized occupation of the land in an estate the proprietor is entitled to eject the trespasser and also claim compensation or damages.

(b) The law in respect of collection of jodi, etc., require revision and the procedure prescribed for the collections of rent may be applied to these cases also.

N. RAMA RAO AND OTHERS.

**Memorandum by the Zamindar of Berigal, Salem district, dated  
13th December 1937.**

I. (a) The proprietor of the soil is the tenant so long as he does not render the land unfit for cultivation by digging pits, etc., and so long as he does not allow it to be sold for arrears of rent. The zamindar is the proprietor of the soil in respect of assignable waste lands not held on patta and lands that have been bought in for arrears of rent.

(b) The tenant can cultivate the land, lease and alienate it to others; but the landholder has got the right to levy rent.

II. (a) The paimaish rate is now being adopted for the lands. The fair and equitable rent is the assessment fixed for similar lands in ryotwari villages in the taluk.

(b) The same considerations as are taken into account when raising the rates of assessment at the periodical settlement in Government villages.

(c) Yes. The seasonal remissions should be granted in the case of wet lands on the principles contained in the Board's Standing Orders.

(d) It is not advisable to settle the rate or share of rent for a particular area once for all. When the rate of rent for all occupied lands is fixed by a Settlement Officer, the question of determining rate of rent for unassessed lands become easy. This may be left to the court or officer as and when a question arises.

(e) Yes.

III. (a) Yes. The provisions of the Board's Standing Orders regarding transfer of Revenue Registry should be made applicable to ryoti lands in the estates so that the pattadars may be actual owners of the lands as far as possible. If this is done, the village headmen and estate subordinates can easily get demand notices from the landholder to attach the movables of the defaulter's landed properties.

(c) The landholders must be empowered to sell holdings for arrears of rent after publication of notices. A provision may be made in the Act to the effect that the aggrieved parties may resort to Revenue courts to have the sale set aside. Of course, the purchaser will have to go to Revenue court to get possession of the land on the certificate issued by the landholder, if there be any difficulty in getting possession of the land.

IV. (a) The rights of the tenants to water-supply inherent as being appurtenant to the land.

(b) The landholder has a superior right in the water sources in the estate. He has got the right to repair the abandoned water sources such as tanks and anicuts when he has got funds for the purpose.

V. (a) The Berigai estate has been surveyed and land registers have been prepared in 1902. Resurvey may be done. Government and estate bearing costs.

(b) In the circumstances stated against V (a), the question of cost does not arise.

VI. Customary grazing fees and plough rents are collected.

VII. (a) The Madras Forest Act is in force in Berigai zamindari. The concessions enjoyed by the ryots in regard to grazing and the cutting of grass, etc., under Rule 5 of the Forest Rules, published in page 658 of the *Fort St. George Gazette*, Part I, dated 11th July 1922, may continue. The same may be existing in several estates also.

(b) Yes.

(c) The zamindar cannot interfere with public paths, etc., so long as they are used for the purpose for which they are set apart. If they are misused, the landholder may apply to the Revenue Divisional Officer for necessary action. Final authority to settle this must be the District Collector instead of Board of Revenue to avoid delay and costs.

VIII. (a) The existing provisions regarding the maintenance and repair of irrigation sources are sufficient.

(b) Yes. The Government may arrange to get major irrigation sources inspected by an officer of the Public Works Department annually and consult the zamindars on the matter regarding action of zamindars. If the repairs are not carried out, the Government may interfere and lend money to repair the same and recover from the estates with reasonable interest. This should be done in cases where no money is available in the estates.

(c) Such powers should be vested in the Government to be applied *suo moto*.

IX. Yes. The jamabandi check memorandum should be prepared with reference to provisions of the Estates Land Act.

X. (1) The pattadar should not lease out the lands permanently for higher rate of rent.

(2) The existing rights between the zamindar and pattadar may continue.

XI. (a) The Board of Revenue may continue to be the final and revisional authority.

(b) In Revenue courts only.

XII. (a) The existing provisions of law in respect of unauthorized occupation of lands by ryots are not enough. The zamindars should be empowered to issue quit notices and take possession of encroached lands. If any objections and appeals are required by the ryots, Revenue Divisional Officers should be the final authorities to settle same.

(b) The Revenue courts may be authorized to try suits for the recovery of jodi, etc., as the procedure is less costly and simpler.

#### *Additional Suggestions.*

XIII. Encumbered estates, should be brought under the superintendence of the Court of Wards, where the zamindars of the concerned zamindari are unable to liquidate the debts contracted by them.

(a) Now, Court of Wards does not take any notice of the highly encumbered estates and the reasons for rejecting voluntary applications of the zamindars of concerned estates when applied for, are not mentioned.

XIV. To abolish the system of attaching personal properties of the zamindars, such as, cars, elephants, horses and other domestic articles, gold, jewels, and silverware and other paraphernalia for the arrears of peshkist by the Revenue authorities.

(a) Instead of the above to proceed against the Revenue collections, attaching rents, etc., due on lands and forest, by the Revenue authorities, authorized to demand peshkists. Thereby the Revenue Inspector should collect first Government dues with the help of estate officials or his own staff at the cost of the estate concerned. Zamindari ryots also should not be bothered by the estate officials by attaching their personal properties by entering their houses and carrying off their utensils, bedding, ploughing

implements, leading away cattle and bulls and other domestic goods. Their standing and harvested crops on the fields and wet lands should be attached and their lands brought to sale for arrears of kists due to the estates. This occurs only in rare cases.

XV. Zamindars of all estates should be empowered to fine village officers in slackness of their duty and without the above powers, village officers will not turn out proper collection work and will not maintain and submit accounts in time.

Much delay is caused by taking action against zamindari village officers in their slackness of duty by reporting to the Revenue Divisional Officers and Tahsildars and such correspondence take at least 2 or 3 months by fining them or suspension.

The limit of a zamindar's fine to be fixed at Rs. 2 in extreme cases, raising from annas four. The present existing fine amount by a zamindar up to Rs. 3 authorized by the Board of Revenue is to be altered.

XVI. To abolish the hereditary village officership in the zamindaris only passed candidates to be appointed. Because in almost all hereditary cases, the village officers have not passed the required examinations unfit to perform their duty without the aid of a passed candidate. Such passed person is to be brought from some other taraff to perform the concerned persons duty (especially) this is the case in karnams.

XVII. Zamindars should allow their ryots of their estates to use free of any charge, fuel and any other forest produces, etc., required for their use with previous permission. If any such fees are collected to give them up now, will be fair.

XVIII. Zamindars may give up the habit of collecting any mamools, i.e., presents, of any kind during Dasara and other important festivals, etc., in the areas where plough rents and grazing fees are collected. Each zamindari has its own way of collecting mamools.

**Memorandum by M.R.Ry. T. V. Margasagaya Mudaliyar Avargal, mittadar of Koneragram, and M.R.Ry. T. V. Trugnanasambanda Mudaliyar Avargal, mittadar of Banganapalli, Hosur taluk, Salem district, dated 27th November 1937.**

I. (a) Zamindars in cases where the tenants have no occupancy right. In all other cases the tenant is the owner.

The landholder (proprietor) is entitled only for rent from the occupancy ryot.

II. (a) Rent fixed in paimash in vogue now.

(b) Rate of adjoining land with reference to soil where not fixed average rate per village fixed in paimash.

(c) If the zamindar is given remission it follows that the zamindar in return will grant remission and statutory provision has to be introduced.

(d) Principles to be determined fair and equitable rents may be enunciated and in cases of dispute the party aggrieved may have it settled before a court of law.

(e) No. Here rent had been fixed in paimash the interference of the Provincial Government is not desirable.

III. (a) No revision is required.

(b) Nil.

(c) The Provisions Act II of 1864 will facilitate the collection and sale holdings. Any other procedure will be complicated and will entail large expenditure both to the tenant and landlord.

IV. (a) The rights of tenants to water-supply are inherent as being appurtenant to the land.

(b) The regulation of the distribution of water and the granting of permits to other than the actual wet ayacutdars as already in vogue may be continued.

V. (a) Yes.

(b) Zamindar and tenant half share each.

VI. The customary right of Nazarana, tree-tax, grazing fees, etc., in vogue may be continued.

VII. (a) Such of the privileges in vogue in ryotwari tracts may be adopted.

(b) Yes to a limited extent.

(c) As regards paths and communal lands public have rights which is now being enjoyed. As regards hill and forest porambokes on permits.

VIII. (a) The rules in force under the Estates Land Act may be continued and in case of breached tanks where heavy cost is required the tenants must be made to share half the cost.

(b) Not necessary.

(c) Nil.

IX. Not necessary.

X. (1) It is left to him.

(2) The pattadar is primarily responsible to the zamindar and he has nothing to do with the zamindar.

XI. (a) The existing machinery is quite enough.

(b) Revenue Courts.

XII. (a) Estates Land Act will do.

(b) Civil courts as usual to be continued.

T. V. MARGASAGAYA MUDALIYAR,

T. V. TIRUGNANASAMBANDA MUDALIYAR.

*Mitta Zamindars.*

Same set of copies have been received from (1) M.R.Ry. T. N. Manickavelu Mudaliyar Avergal, mittadar of Kadagraram and Ulagam, Hosur taluk, and (2) M.R.Ry. Munisami Nayudu Garu, Solinayakanahalli, Hosur taluk.

**Memorandum by Mr. D. V. Krishna Rao, Port owner of Dharanisamudram inam village, Krishnagiri taluk, Salem district, dated 30th November 1937.**

I beg to enclose for your kind perusal and for placing before your committee, a rough memorandum on the questionnaire, issued by the committee in their Press Communiqué, dated 5th October last. It was not expected that the opinion of the villagers and laymen would be called for. What is wanted is apparently local conditions, so far as the local conditions in these parts are concerned, there is practically no hitch between the zamindar and the tenant. Several of the inam villages in these parts are divided into shares and the proprietorship of the soil is vested in the inamdar. My object in submitting the enclosed memorandum is more to represent to the committee, the local grievances of the zamindars and the tenants than anything else. This memorandum may not be of much use to the committee. I have not therefore submitted ten copies of the memorandum. Nor have I had much time to do so. The Press Communiqué reached the village on the 24th evening and it came to my hands on the 25th instant. I had therefore to prepare the memorandum in a hurry for submission of the same in time. It may therefore *lack coherence and sequence*. To prepare an exhaustive memorandum, touching on all points with reference to present enactments, rulings and practice, the time at my disposal is too short. Couped up as I am in a small village for the last two months, I have neither reference books or papers to guide me. I shall be happy if the memorandum prepared as it is in a hurry will be of some use to the committee.

I. (a) It is not known why this question is troubling the Government. Nowhere is it the case that the zamindar is debarred from owning some extent for his private use as battai, combatam, home-farm or private land either for his own cultivation or to lease out for certain periods or from year to year. We have to look into the original grant or sannad to see whether it was the land or the land revenue alone that was granted. In the case of land grants the presumption is that they were fallow at the time of grant. The pressure on land is of recent growth owing to the contraction of other sources of income because of the foreign competition. Even in the case of the revenue grants alone the law did not then prevent acquisition of proprietorship of the soil. To taboo all such acquisitions cannot but be expropriatory in effect. To declare now that proprietorship can only rest in the tiller of the soil and not in the zamindar may not materially affect the big zamindars. But in the case of small zamindars and in the case of inam villages which by the recent legislation has been declared as zamindari, the effect would be very adverse, because, most of the inam villages have been divided into shares so much so that there are inamdars not owning more than three or four acres. I believe, it was originally proposed to reserve about 60 acres as private land to each individual inamdar. The latest amendment, I understand, is much more liberal and for ascertaining whether such lands have been leased out as private lands or so: whatever may be the extent. There are zamindars and zamindars some of them more very well with their tenants while others give all sorts of trouble to them, so also in the case of tenants. To continue to keep them in the land is detrimental both to the zamindar and to the tenant. Whatever legislative measures may be adopted, individual factors cannot be eliminated. I can understand hardship to



the tenants in big zamindari areas, by declaring that all the lands belong to the zamindar and the tenant has no proprietorship in the soil. To avoid such hardships and to be fair both to the zamindar and the tenant and taking into consideration the existing male members in a zamindar's family including both minors and majors, a reservation of 100 acres in each individual case would greatly relieve the existing tension. The present legislation about inam villages has greatly upset the small shares of inam villages. It is hoped that the committee will come to their rescue, and compensate them adequately, if they are to lose proprietorship in the soil.

(b) The answer to this question depends upon who the proprietor of the soil is. If the landlord is the proprietor, the tenant's interest is regulated by the terms of the lease. In the absence of any lease, he becomes a tenant at will. The interest of every tenant must cease at the close of every year unless the landlord chooses to retain him for another year or so. If, on the other hand, the tenant happens to be the proprietor of the soil, the interest of the landlord is confined to the receipt of land revenue, etc., alone, as in the case of ryotwari villages.

II. (a) This depends on local conditions, density of agricultural population and the capital invested on the land. There are cases where two-thirds of the gross produce is taken away by the landlord as his rent. There are also cases where the tenant pays only land revenue or less than the settlement rate. The prevailing rates in these parts is payment of one-fourth of the gross produce together with land revenue and some personal service not exceeding three days in the year. I believe payment of half the gross produce as rent without any personal service, etc., would be fair and equitable. Payment of rent is beset with some difficulties. If the zamindar is the proprietor of the soil it operates to keep the tenants straight. On the other hand if it vests in the tenant, he will have ample opportunities to cut down the rent of the zamindar. In such cases equivalent money rental would be the only solution, having regard to the average yield of crops in each taluk. But to make the rent payable in money affects small zamindar who cannot afford to lose their grains for their yearly consumption.

(b) The consideration that could govern in this case is the capital invested on the land, the demands upon the land, agricultural population in the locality, etc. But this question does not arise in these parts having regard to the fact that there are more lands than there are tenants to cultivate them.

(c) Permanent settlement prevails in most of the zamindari tracts. The zamindar has got to pay a certain amount to Government as paysh kist. If the zamindar gets any remission from the Government the ryots become equally entitled to a proportionate reduction in times of scarcity. If the zamindar fails to get any remission the ryots ought not to expect any. But in the case of small zamindars getting their rent in kind this question does not arise, as the scarcity affects both the zamindar and the tenant. But in the case of those who prefer to pay land revenue together with one-fourth of the gross produce, in times of scarcity, they may not be made to pay more than half the gross produce. This, while beneficial to the tenant, will affect the landlord as he loses his money. As a set off the tenant should be prepared to pay half the gross produce in the year following also whether there is scarcity or no scarcity. The tenant can resume the old rate after two years.

(d) When the parties are too vocal and unyielding going into the court cannot be avoided. It is therefore advisable to inunciate principles as to what is a fair and equitable rent, etc.

(e) When the Government inunciates principles to determine an equitable rent, the courts are guided by such principles. The decision of the court is binding on both. Neither the zamindar nor the tenant can go behind it. It is not therefore clear what purpose would be served by reserving some powers, etc., to Government.

III. (a), (b) & (c) The present procedure of recovering rent appears to be somewhat cumbersome and causes a good deal of delay and expense. We, laymen, cannot be expected to offer any simpler and less costly solution. We pitty zamindars feel it extremely difficult in several cases to recover our rents from our tenants so as to pay our dues to Government in time. There are cases where rents are not paid for several years. We have to meet Government demands from our private pockets and recover our rents from our tenants in small instalments. A provision that if the rent is not paid before the end of the following year the tenant is liable to ejection, would act as a wholesome fear.

IV. (a) & (b) This depends upon the nature of the tenancy. Generally the source of water-supply is situated at a distance from the land irrigated. The tenant cannot have any inherent right to the water-source. If all the tenants interested in the irrigation of their land apply to the zamindar for the restoration of water-source and if he fails to

restore the source, the tenants ought to be empowered to restore the water-source. By doing so, they become entitled to the remission of wet rate. If one of them applies with the consent of other tenants he ought to become entitled to the water-rate from the tenants, the zamindar being entitled only to dry assessment. Generally the cost is far greater than the yield that can be expected. It is therefore the owner of the land will be more benefited by such restoration than zamindar. He therefore is entitled to some contribution from the tenants if he himself chooses to restore the water-source. Independent of the zamindar the tenants ought not to be empowered to restore the water-source, ignoring the zamindar altogether.

V. I do not think that any useful purpose would be served by surveying or maintenance of record of rights where the zamindar is the proprietor of the soil. If he parts with his proprietorship, the rights of the successor is governed by the terms of the transfer. If, on the other hand, the proprietorship of the soil is vested in the tenant wholly or mostly in a village, these record of rights becomes essential, in order to prevent encroachments, etc. The benefit accrued by such rights is mostly to the tenant. He ought in fairness bear a greater share of cost. The apportionment of cost in the ratio of 1 : 3 between the zamindar and the tenant would appear to be fair.

VI. It is in practice with the zamindars where the proprietorship of the soil is vested with them, to demand some periodical free labour from the tenants, for his domestic purpose or for communal purpose. Such labour has been defined in certain regulations as part of the rent. If it is contemplated to do away with such customary service, its value in money should be added on to the rent. But in the interest of village sanitation and for communal benefit, to do away with such customs is harmful, such small service rendered to the zamindar is indirectly and directly also beneficial to the tenant. It all depends on individual factors and local conditions. No hard and fast rules can be laid down. After all, the zamindar can only demand three days' personal service.

VII. (a) & (b) It has been the practice till recently whether the proprietorship of the soil is vested in the zamindar or the tenant to have free grazing of cattle, collection of green manure, or wood for agricultural implements and for domestic purpose in unculturable, unassessed waste lands, hills, wood lands, banks of streams and streamlets, etc. Latterly all culturable unassessed waste tracts have been apportioned and cultivated by the zamindars. With regard to unculturable waste lands and woods, some zamindars levy grazing fees or lease out even wood lands to individuals so as to prevent other villagers from grazing their cattle, etc. This works as a great hardship to the tenants. There are also cases where all the forest tracts have been declared to belong to Government as no quit-rent or peshkash is paid for these tracts. The Forest Act also contemplates obtaining previous sanction of Government by the zamindari before he can introduce Forest Act into the forest-tracts in the zamindari for levying grazing fees, etc. Ignoring such a provision they are collecting fees. There are several cases where the cattle of one village graze in the forest-tract of another from time immemorial. In big zamindari areas where there are extensive forest-tracts there can be no objection to have the Forest Act introduced into the zamindari. Introduction of Forest Act means employment of rangers, guards, etc. This is not possible in a small inam village and yet the inamdars prevent the villagers from exercising their immemorial rights (right of grazing, cutting wood, etc.). The absence of any penal provision in the Forest Act for unauthorized reservation of forest tracts in the absence of any Government Order is a great handicap. Whatever may be the final decision, an immediate circular order to the effect that the ryots are free to graze in the unreserved areas and the inamdars and zamindars ought not to levy grazing fees without the previous sanction of Government would greatly ease the situation and would be a great blessing to the tenantry in general. This prayer is not contrary to any provision of Government. This immemorial right of the tenant ought to be recognized whether the proprietorship of the soil is vested with the zamindar or the tenant. As regards cutting of wood for domestic and agricultural purposes the conditions have greatly changed owing to the introduction of charcoal for domestic cooking, etc. To prevent indiscriminate denudation each individual tenant should obtain previous permission of the zamindar to have the required quantity of wood free of cost. The Forest Act also contemplates setting apart a certain tract of forest land for free grazing and for fuel purposes, etc., for a village or villages before reserving some area.

(c) The zamindar is entitled to remove and sell away whatever timber or wood there may be. As regards the tenant his rights can only be to take only such quantity for his annual requirements for domestic and agricultural purposes. Only what he wants is available. As regards grazing in these tracts, he ought to be given free facilities. As regards public paths and communal lands, the zamindar as the superior holder and manager of the village is entitled to see that these paths and lands are put to no other purpose than

that for which it is intended. If they cease to be of any benefit to the villagers he can convert them into whatever purpose he likes.

VIII. (a), (b) & (c) I have already touched upon this question in my memorandum on question No. IV. If the zamindar fails to repair the water-works at the representation of the tenants even after recovering some contribution from them, all the tenants interested or one of them at the instance of others should be entitled to restore the works and get remission of wet-rates from the zamindar. If the zamindar fails to repair the works the Government interference is not likely to improve matters, unless the work is remunerative. The Government are not likely to do the work gratis. If they undertake to do the work, they become entitled to the wet-rate on the land irrigated. The Government is not expected to move in the matter *suo moto* unless the major portion of the lands under the water-source is in the Government tract. If the tenants are prepared to meet the cost and want the Government to execute the work it may be done. There can be no objection.

IX. Who is to do this? Is it the Government or the zamindar? What purpose it is intended to serve, is not clear. The ryots are free to approach the zamindar or the Government at all the time of the year to make representations. The introduction of this annual function may not therefore be of much use either to zamindar or to the tenant in my view.

X. (1) & (2) The legal status of undertenants in zamindari area ought to be the same as that of undertenants in the ryotwari tracts of Government villages. The undertenants should have the same right as the pattadar as regards and the use of public paths, communal lands, free grazing of cattle, etc. There ought to be no difference in the interest of pattadar and undertenants.

XI. (a) & (b) What is wanted is a simpler and speedy procedure. They may not be sufficient work for a special tribunal if one is constituted for each taluk. To add this work either to the civil or criminal courts would cause unnecessary delay. To constitute a board under the chairmanship of a Revenue Inspector for certain areas would simplify matters seeing that the matter involved may not be complicated. The appeal from such a board may be either with the Tahsildar or Sub-Collector.

XII. (a) The zamindar is entitled to get back the land evicting the unauthorized occupier. He is also entitled to some compensation for the period of unauthorized occupation together with some fine in case of intentional mischief, etc.

(b) This is a legal aspect of the question. I am not in a position to offer any suggestion. All I can say is the zamindar ought to be given facilities for the speedy recovery of his legal dues from the holders under him.

D. V. KRISHNA RAO.

**Memorandum by M.R.Ry. Kesava Reddi Garu, landlord, Rachchuwari village,  
Rayadrug taluk.**

I. (a) The proprietorship of Rachchuwari village is in the hands of M. Seshappa who is also one of the shareholders. M. Seshappa is the proprietor during the whole year and at the end of the year, all the shareholders meet together to share the rent due to each of them.

(b) M. Seshappa is the senior proprietor of the soil; and therefore, he takes much more interest in the management of the estate than any of the rest of the shareholders.

II. (a) The proprietor collects rent due to him according to the 'taram' of the land. This is a fair and equitable rent. If he collects one rupee of rent, he retains six annas for himself and the rest for the shareholders; and the remaining ten annas, he pays to the Government as quit-rent.

(b) The rent should be decreased by one-fourth. Four annas in one rupee of rent should be decreased.

(c) The proprietor of the soil is not in the habit of allowing any remission in the rent due to him. The proprietor would not be willing that the Government should interfere in the affairs of the proprietary to pass any laws for remission of rent.

(d) It would be advisable for the Government to fix a fair and equitable rent by means of some principles, rather than settling rent for a particular specified area.

(e) It is not desirable that the Provincial Government should have any reserve powers to alter or decrease rent through their Revenue Settlement Officers.

III. (a) Powers of collection of rent given to the proprietor of the soil under the Madras Estates Land Act require no revision.

(b) Nil.

(c) In collecting rent, the proprietor should auction the movable property of the tenant, leaving a provision for his subsistence.

IV. (a) The tenants ought to have an inherent right to water-supply, as they are the cultivators of the soil.

(b) The chief water-source for the village is the Hagari channel. The ryots daily toil hard in digging the canal for the free passage of water and therefore, they ought to have a superior right over the water-source.

V. (a) The cultivable lands of the village have not been surveyed. If the estates were surveyed and if a record of rights were maintained by the Government, it would be beneficial for the ryots.

(b) Neither the ryots nor the proprietor are able enough to bear the cost of surveying the land.

VI. The proprietor could not demand any levies, either customary or otherwise from the ryots.

VII. (a) The ryots have full rights in using the local natural facilities.

(b) The tenants have the right to get wood from the near forest for agricultural and domestic use free of any cost.

(c) Neither the proprietor, nor the tenants have any rights to obstruct free passes in poramboke lands.

VIII. (a) It would be beneficial for the ryots if the Hagari channel were repaired by the Government annually.

(b) The Government may undertake to repair the Hagari channel.

(c) The Government may undertake to repair the water-sources, when either of the parties request them to do so.

IX. Yearly jamabandi is necessary as in ryotwari villages.

X. Nil.

XI. (a) The Revenue Board may continue to be the final appellate and revisional authority in the proceedings between the landholders and the tenants. Or a special tribunal may be appointed. But the only thing needed is that work should be done in favour of the ryots.

(b) The revenue and civil courts are sufficient to settle disputes between the ryots and the proprietor.

XII. (a) If the ryots occupy unauthorized lands, the proprietor levies additional rent.

(b) The law in regard to collection by the proprietor of jodi, poruppu, kattubadi from inamdars require no revision.

KESAVA REDDI.

**Memorandum by the mirasidars of Neerambam, Thalapalli village, Krishnagiri taluk, Salem district, dated 29th November 1937.**

1. We, the undersigned mirasidars of Talapalli, a permanent lease village of Bellarapalli mitta in Krishnagiri taluk, Salem district, humbly submit our grievances and humble suggestions for your kind notice and favourable considerations.

2. The permanent lessee of the said village is one Mr. B. Nagaraja Rao residing at Krishnagiri.

3. The tank-bund of Thalapalli was damaged in the year 1910. In 1912 we requested the present lessee's father, the late Mr. Balaji Rao, to repair the tank-bund. And on his refusal to comply with our request, we applied to the District Collector who was kind enough to inspect the place personally and asked Balaji Rao to repair the break in six months' time. In spite of the Collector's order, the said Balaji Rao did not repair the tank-bund; hence we appealed to the Collector once again on 30th November 1916. Then the District Collector prepared an estimate for Rs. 470 and ordered that the ryots should repair the bund for themselves. Since we are in a poor state we have not repaired the tank-bund till now. Nor the present lessee is willing to do it for his ryots.

4. On account of the breach in this tank-bund, lot of wet lands are barren and pits six feet deep are found here and there in the lands. Though the lessee is personally aware of these facts, he compels us to pay the full kist with water-rate. If we refuse to pay the full kist he files summary suits against us and collects the kist along with interest, vakil's fees and court expenses. If at the time of the auction sale of our land we co-operate and deny to bid, he appoints two aliens to bid and finally knocks down in his name. If the landowner wants the land again for himself, he is made to pay the full value of the land and a fresh patta is issued.

5. Due to the abovesaid reasons we have been suffering and have incurred a great loss for all these twenty-seven years, and so we have become debtors. The Almighty alone can estimate our sorrowful plight with no grains to feed ourselves and with no proper clothes to hide our nakedness.

6. Now we feel that the Almighty himself has taken the form of the Zamin Investigation Committee. We are immensely glad and for a time forget our miseries to know that after all we have found a place and men who have a sympathizing view on us.

7. We submit below our suggestions for the correction in the Madras Estates Land Act :—

- (a) Tank-bund repairs, etc., must be undertaken by the Government directly, and the incurring expenditure be collected from the lessee or zamindar on demand.
- (b) If for want of rains, the wet lands are not cultivated for wet land produce, as in amani lands kist must be collected at the dry land rate in the zamin villages also.
- (c) Since the summary suits are expensive to the ryots in the mita villages, the Tahsildar may issue demand notices, as to in amani lands, and collect the revenue which will lighten the burden of the already poverty-stricken ryot.

8. We most humbly request the committee that it should be gracious enough to cause the speedy repair of our tank-bund as they are very essential for the welfare and progress of the suffering peasants.

9. Hoping that this our humble petition to your esteemed honour will be favourably considered.

**Memorandum by the Uttukuli Zamin Office, Coimbatore district, dated 1st November 1937.**

Under instructions from the Zamindar of Uttukuli, the following memorandum is prepared by his manager in response to the requests made by the members of the committee appointed by the Madras Government to enquire into conditions in zamindari and other proprietary estates with a view to ascertain if any legislation is necessary for the settlement of the several disputes alleged to have cropped up in some of the zamindaris in Madras Presidency. I shall briefly state in the following few lines for the elucidation and proper understanding of the questions referred to as it affects the Uttukuli Zamindari.

2. Before going into the subject proper, I would, at the very outset, bring to the notice of the members of the committee that they should not sit for the enquiry with a prepossession that the zamin ryots are being considerably inconvenienced by all possible means by the zamindars. Strictly speaking, the complaint of the ryots that all their troubles are caused by the rack-renting of the zamindars is not fully correct. The unprecedented economic depression and the very low level of prices must also have contributed much to the deplorable condition of agriculturists. The prices of agricultural produce and of lands have very much decreased so much so that the ryots have now become unable to make both ends meet. It is also known that most of the ryots are heavily indebted. Defeated at every point to improve their condition, they have now recourse to hold conferences and to submit resolutions to the Government with a view to set right their imaginary grievances that appears to have caused to them by the zamindars.

3. The work of the committee should not therefore be unduly hurried at the sacrifice of its thoroughness. Undue curtailment of the period of enquiry will nullify the object for which the committee was formed. The economic depression all over the world has reached such an acute state that the best brains are puzzled in finding a way out of the impasse. It is therefore humbly suggested that the members of the committee should sit to enquire into all matters connected with the relationship of the landlord and his tenants with an unbiassed and impartial mind so that the result of the enquiry may eventually enable both to live a life of happiness and comfort.

4. The subjects dealt with in the questionnaire were gone through carefully. I shall deal with each question seriatim.

*Answers.*

I. (a)—

5. Proprietorship of the soil. Under the authority vested in the zamindars by the permanent settlement, the zamindars have become the proprietors of the soil. The genesis of the introduction of the zamindari system of administration will clearly bear testimony to the above fact. The ryots now existing in the zamindari area were ryotwari tenants paying assessment direct to the Government. The lands adjudged to the zamindars for the collection of assessment were in the possession of these ryots from time out of mind. The Government were collecting from each ryot the revenue due by him (as is now the practice in the ryotwari villages of the east coast). The Government, for reasons of its own, resolved to allow an intermediary to collect all its dues within certain limits, and pay it over to the Government in a lump sum. The amount

to be annually collected from the ryots was fixed with reference to the accounts, and out of the sum fixed, a portion was allowed to be retained by the intermediary as compensation for the trouble of collection. It being subsequently found that the remuneration thus fixed was not sufficiently lucrative to induce them to discharge their engagements with the Government, the Government resolved further to give the intermediaries the whole of the waste lands within the zamindari, so that the waste lands may be improved and the income derived from the same may be taken as part of their remuneration. Thus the lands in the zamindaris were held by ryots directly under the Government of the day from time immemorial and happened to come under the control of the zamindars at the time of the grant of the permanent sannad to them. It will be seen from the above that the zamindars were created by the Government subsequently for the convenience of the Government with directions to levy from the ryots the revenue usually paid by them, but not anything more. By this arrangement, the ryots had to change their master. The proprietary right of the zamindari tract originally possessed by the Government has been out and out transferred to the zamindars. What the Government possessed over the land at the time of the creation of the zamindari system is now being possessed by the zamindars. It therefore follows that the zamindars are the proprietors of the zamindari tract, and a ryot under that tract cannot claim by virtue of his long possession and enjoyment under the Government prior to the creation of the zamindari system, proprietary right over the area in his occupation. In support of this contention, the following extract from a minute of the Board of Revenue under date, the 5th of January 1818, is quoted below for ready and easy reference:—

- “ 66. In every Tamil village, the exclusive right to the hereditary possession and usufruct of the several description of land situated within its boundaries was originally vested in the Vellalars, one of principal Sudra castes of that nation, by whom it is termed 'Cawnyatchi' or free hereditary property in the land. It would now be of little utility, were it possible to attempt to trace the different gradations, by which in the course of time, this right has been partially transferred from the members of this caste to the various other tribes in whose possession it is now to be found. It is sufficient to show that in all parts of the Tamil country, it is still retained principally by the Vellalars, but is now frequently held by the Brahmins also who distinguish it by the Sanskrit term 'Swastium,' signifying anything peculiarly one's own, and partly by other Hindu tribes, by Mussalmans, and sometimes, by Native Christians, among whom, as well as, among Europeans, it is now generally known by the name of Meerassy, a word of Arabic derivation, denoting the hereditary property in general, and apparently introduced and applied to this right, by the Muhamadans, soon after their conquest of the Deccan.”
- “ 128. While these and many other important benefits, expected to be produced by the permanent zamindari system, are fully allowed to have resulted from it, it has been argued that the private rights of the ryot have been infringed, by the declaration that the zamindars are vested with the proprietary right of the soil. There can be no doubt that at the time the settlement was made, the rights of the ryots were not so well ascertained, as they have been since that period, and this, with the circumstance of the ryots in the ancient possessions of the company in Telingana, possessing no ostensible right in the soil, may have led to the erroneous conclusion that the Government or their representative, the zamindars, were the proprietors of the land, and thus given rise to the expression quoted above, but that the proprietary right transferred by the Government to the zamindars was nothing more than their own proprietary right, in other words, their right to receive and appropriate the public dues payable by the ryot, is sufficiently evident from this circumstance, that the same regulations which gave what is perhaps incorrectly termed 'proprietary right' to the zamindar restrict his demands on the ryot to the customary rates of assessment in money, or division of the produce in kind or in case of dispute to the rates prevailing in the cultivated lands of the zamindari in the year preceding the permanent settlement; the Government, in short transferred to the zamindars nothing but what they were competent to transfer, viz., the right to collect the public dues from the ryots; and as the amount of these could not be fixed, they limited the rates of assessment to those which were payable by the ryot at the period the permanent settlement was introduced.”
- “ 129. By these provisions, the rights of the ryots, both in Telingana and the Tamil country, have not only been preserved under the permanent zamindari system, but by the establishment of regular courts of judicature, introduced along with that system, they have been confirmed and upheld, in a manner

before unknown under the British rule; and the privileges of the cadeema in the northern and of the mirasdars in the southern provinces, as before described have often been preserved by the courts from infraction, not only by zamindars, but what it is to be feared, have often proved of much more serious injury, the overzeal of native revenue servants, and sometimes of their superior officers."

6. It is clear from what has been stated above, that the zamindars hold their zamin area under a permanently settled sannad which authorizes and empowers them to hold such lands in perpetuity. They are therefore the proprietors of the soil.

I. (b)—

7. By the transfer of the proprietary right of the soil by the British Government to the zamindars, the zamindars have obtained the kudivaram right and the melvaram right over the land. By giving occupancy right to the ryot, the zamindar conferred on the ryot his kudivaram rights, that is to say, a tenant under a zamindar possesses the kudivaram right of the zamindar who retains only the melvaram right. In the case in I.L.R., 20 Madras, 299, the High Court (Subramania Ayyar and Benson, Justices) say as follows:—

"There is absolutely no ground for laying down that the rights of the ryots in the zamindaris invariably or even generally had their origin in express or implied grants made by the zamindar. The view that in the large majority of instances, it originated otherwise is the one most in accord with the history of agricultural landholding in this country. For, in the first place, sovereigns, ancient or modern, did not here set up more than a right to a share of the produce raised by ryots in lands cultivated by them. And whether rendered in service, in money or kind, and whether paid to Rajas, Zamindars or to Government Officers, such as Tahsildars, the payments which have always been made are universally deemed the due of Government. The ryot or ryots came into existence mostly not under any letting by the Government of the day or its assignees, the zamindars, but independently of them. It thus seems unquestionable that *prima facie*, a zamindar and a ryot are holders of melvaram and kudivaram rights, respectively. In a suit by the zamindar to eject a ryot, the zamindar has to prove that the kudivaram right in the disputed land has been vested in him (zamindar) or his predecessors and that the land subsequently passed to the defendant or some persons through whom the defendant claims under circumstances which give the plaintiff a right to eject."

8. It will thus be seen that the tenant in a zamindari owning a ryoti land has only the kudivaram interest on the land in his possession and the zamindar cannot also eject him subject to certain conditions and so long as he pays the dues of the zamindar. This theory does not apply to the Pannai or Home Farm lands of the zamindar and held by a tenant under him. These are his private lands. He has right both to the melvaram and kudivaram of the same. He can let in a tenant to any of these lands without giving occupancy right to the tenant. He can afterwards eject the man thus let in and resume possession or he may give possession to a third man whom he may subsequently deal with in the same manner. He must be considered to be a Malabar janmi so far as his Pannai or Home Farm lands are concerned.

II. (a)—

9. The term 'rent' is used when assessment is payable to a landholder and the term 'Land Revenue' is used when the assessment is payable to the Government. The ryots were paying land revenue assessment to the Government what they now pay as rent to the zamindar. It is therefore clear that zamindar's claim on his ryots and the Government's claim on their ryots must be identical, that is to say, the rates of assessment to be levied from a ryot under a zamindar and the Government for similar lands from their own ryot should be the same. It should on no account vary. As the rights possessed by the Government over the lands have been transferred to the zamindars, the zamindars are precluded from adopting a different rate of assessment for similar lands under the Government ryotwari system. So far as the assessment to be imposed on the lands within the zamin limits is concerned, a zamindar must only be considered to have stepped into the shoes of the Government. By 'rent' is generally understood the share of the produce of land to which under the ancient law of the country the ruling power is entitled. This share of the ruler of *Rajabhogam* is stated by ancient law gives to be one-sixth of the gross produce. Whether in practice, the rulers have exacted from the land only this portion of the produce is not a question which I need discuss in this note; but it may be generally stated that at all times good and benevolent rulers always recognized the fact that their demands from the cultivator of the soil should be moderate and equitable so that sufficient margin may be left to him to provide for his own wants.



10. Now as regards the share which a zamindar as the representative of the Government may reasonably take in the produce of the land, it will be seen from what has been submitted above, that the share has to be determined with reference to the probable yielding capacity of the land. On abstract principles of fairness to the cultivator, it may perhaps be argued the best method of demanding the share of the zamindar is with reference to the actual outturn of the land every year. But this has unfortunately the objection of being neither a practicable one nor an expedient or desirable method either in the interest of the zamindar or the cultivator of the soil. After a series of long trials of various methods, the Madras settlement authorities found that the best and most practicable one was that of classifying the soils, ascertaining their respective yielding capacities and after making allowances for expenses of cultivation and climatic and other vicissitudes, the zamindar and the cultivator dividing the net assets equally. This is what has come to be known as the ' half-net ' principle of assessing lands to revenue. I think that the principle enunciated in the Madras settlement manual for fixing the land revenue assessment can be made applicable to fixing rents on zamin lands also as it appears to be fair and equitable.

II. (b)—

11. In arriving at a fair and equitable rent, the provisions of the Madras Settlement Manual may be followed. The nature of the soil, and the crops raised on the land are generally the criteria for fixing the rate of rent. It is desirable to have a settled and definite scale of rent and to provide for a revision of rent, whether for enhancement or for reduction, once in thirty years as in Government villages where fixed money rent prevails. The Madras Settlement Manual amply provides for such a revision. No other consideration appears to be necessary for fixing a fair and equitable rent.

II. (c)—

12. No provision, either statutory or otherwise, appears to be necessary for the remission of rent in ordinary years. In exceptional cases, that is, when there is widespread calamity or failure of crops owing to drought or when crops are flooded and crops damaged in consequence thereof, the zamindars will have the option to grant remissions. In such cases, the peshkash due to the Government will also have to be proportionately reduced. In the Uttukuli zamindari, the rent was fixed more than 100 years ago. Neither the present zamindar nor his ancestors had made any attempt to increase the rate of rent originally fixed. All the fields in the Uttukuli zamindari have been classified in the paimash accounts as punjai or dry. There are several wet lands now. Considering the nature of the soil and the crops raised thereon at present, the present rate of assessment is very low. Even in extraordinary years of drought and inundation, no remission of rent in the Uttukuli zamindari will be permissible or necessary. When the prices of the staple food grains run very high, and the season good, the ryots have plenty of money and they do not pay the zamindar more than what was due from them according to the old rate. Unless the zamindari is settled according to the present state of ground under the provisions of the Madras Settlement Manual, no remission of rent in the Uttukuli zamindari need be thought of owing to failure of crops due to inundation or drought. On the other hand, if a zamindari is subjected to periodical revision of rent, remission may be granted to the ryots in that zamindari according to the discretion of the zamindar. Even in that case, the grant of remission cannot be enforced by legislative enactments. A zamindar cannot be compelled to grant remission if justice and fair play are to take prominent part in the proceedings of Legislative Council, in consideration of the fact that the rent he receives from the ryots was fixed years ago at the rate prevalent at the time of permanent settlement. Subsequent to the permanent settlement, the assessment on ryotwari lands was revised several times by the Government at each settlement. Further, the Government have several sources of income to fall back upon in case of necessity, whereas, the zamindar has to count upon his income from the zamin lands alone to meet his necessities from which he has to pay a certain percentage to the Government also. In the matter of granting remissions, the position of a zamindar and that of Government are entirely different. The Government cannot therefore be allowed to sit in judgment over the action of the zamindar in this respect. The question of granting remission cannot, on any account, be legalized. A zamindar has got certain status and position which the Government have recognized. If the crops in a zamindari have failed and if the attention of the zamindar has been drawn into it by the ryots affected, I am sure that the zamindar will never turn a deaf ear to what the ryot say. To allow the Government to interfere in the zamindar's prerogative is an unwelcome measure and cannot be tolerated any longer. Further, the zamindars do exist under a contract with the Government and the Government cannot therefore interfere with the vested interests of the zamindars in such matters. I am therefore of opinion that no statutory provision is necessary for the grant of remission of rent in case of necessity. The question may entirely be left to the discretion of the zamindars.



## II. (d)—

13. It is not advisable to settle the rate or share of rent for a particular area once for all. The rent once fixed is liable to revision, either for enhancement or reduction according to sections 30 and 38 of the Madras Estates Land Act I of 1908. The rent due from the ryots for a particular area or for the whole zamindari cannot, without detriment to either party, be permanently fixed. If the conditions imposed in sections 30 and 38 of the Madras Estates Land Act, either for the enhancement or reduction of rent, did not arise for a pretty long period, provision should be made in the Estates Land Act for the revision of rent after a certain time-limit, say for 30 years. Such revision of rent should be undertaken by the Government only on the motion of the zamindars and not otherwise. The *modus operandi* of the procedure to be followed by the officer deputed to revise the rent may be inserted in the Madras Estates Land Act by amending sections 30 and 38 of the Act. As suggested in the latter part of the question, it would be enough if the principles for fixing a fair and equitable rent be fixed in the Act leaving it to the officer or court concerned to arrive at the figure on the basis of the evidence placed before them. If the revision of assessment every 30 years has become a settled fact, the interim revision of assessment provided in sections 30 and 38 of the Act may be dropped and the provisions deleted from the Act itself.

## II (e)—

14. It is not desirable to invest the Provincial Governments with powers to revise, alter or reduce the rents wherever they are inequitable. The Government need not take *suo moto* action in this matter. For revision, alteration or reduction of rent, the provisions containing in sections 30 and 38 of the Madras Estates Land Act are ample and they do not require to be altered or amplified further. The party adversely affected at the Collector's decision must have a right of appeal to the Board of Revenue. Observations given in paragraph 15 *supra* may also be read along with this.

## III (a) and (b)—

15. Powers granted to the landholders under the provisions of the Madras Estates Land Act for the collection of rent in respect of all ryoti lands in the occupation of the ryots do not require revision. The rent may be allowed to be collected by the landholders themselves as heretofore. The burden of throwing the collection work upon the shoulders of Government servants as Tahsildars will entail on the zamindars considerable inconvenience and annoyance, whereby the zamindars will be reduced to the position of old chieftain who now receives Malikhana, from the British Government. To reduce the zamindars to such a position and status will be very much resented by the zamindars. The rent due from a ryot is the property of the zamindar and the Government servant deputed to collect it cannot be expected to bestow as much attention as a zamindar would pay in the matter. The zamindar has no control over him. Even now, in spite of orders from the Sub-Collector, the village officers do not pay adequate attention to collection work. A case against a village monigar in the Uttukuli zamindari is still pending with the Sub-Collector of Pollachi. The present arrangement of allowing the zamindars to collect their own rents need not therefore be disturbed. But to facilitate collection work, it is absolutely necessary to strengthen the hands of the zamindars by giving them powers to punish the village officers who show laxity in collection work. The repealed Regulation of 1802 granted to the proprietors of permanently settled estates, powers of nomination, punishment and dismissal of village officers under their control and the Madras Act II of 1894 did away with the powers of punishment and dismissal and retained that of nomination subject to the veto of the revenue authorities. The powers of zamindars were thus curtailed and the entire control over the village officers now rests with the revenue authorities. It is alleged that the causes that prompted the Government to effect the change was the abuse of powers by the zamindars. I think that when the change was proposed and effected, the Government must have forgot the maxim that "One who has got a glass window should not throw stones at others." There appears to be no ground for the remark that the zamindars will abuse the powers given to them as if the subordinate revenue authorities are free from such abuses. Instead of entirely taking away the powers of punishment without the least consideration for the welfare of the zamindaris, the Government should have done well if they had reserved only the powers of appeal against the decision of the zamindars. To err is human, whether he be a Government servant or a zamindar; and it being so to invest the one with the power and to deprive the other of it, does not seem to be equitable. The powers of punishment over the village officers of the zamin belongs to the zamindars by right under the conditions of the Istimrer Sannad given to them and inasmuch as the whole establishment of village officers are maintained and paid entirely from the funds contributed by the zamindars. I fail to see how the revenue authorities are justified in usurping the powers legitimately belonged to them, I may say that, with all the safeguards of appeal to the higher revenue authorities, some, if not most, of the cases in which the village officers of Government villages were punished are

found to be due to the fact that the village officers concerned had offended in some way or other the powers-that-be and not for any dereliction of duty on their part.

16. The depriving of the zamindars of the power of punishing the village officers under their control has already upset the smooth working of the revenue administration of the zamin offices. The village officers have grown insubordinate and insolent and always attempt to neglect the orders of the zamindar. They know that they could not be punished by the zamindars and that, for every misconduct, they are to be reported upon to the taluk and Divisional Officers. There are now in the Uttukuli zamin two cases of embezzlement of zamin collections against two village headmen. It is now more than six months since the cases were reported to the Divisional Officer for necessary action. The village headmen are still in service. The enquiry is being conducted very tardily. If the embezzlement had been committed in any of the Government villages, do you think that the Tahsildar or the Revenue Divisional Officer would sit quiet and ponder over the matter for an indefinite length of time without closing the enquiry and bringing the delinquents to book? Such is the nature of treatment meted out to the zamindars by Government servants in the matter of village administration. Representations from the zamindars to the Taluk office are seldom taken notice of and any zamindar who has the boldness to take it to the notice of the Collector, gets into the ill-graces of the taluk authorities, who then fume, fret, wait and watch for an opportunity to annoy the offending zamindar.

17. Another thing that emboldens the zamin village officers to disregard the zamindars is that all communications between the taluk officers and the zamin village officers are carried on directly without the intervention of the zamindars. Even the changes in the personnel of the village officers are not communicated to the zamindars. Strictly speaking, the system adopted in the Taluk and Revenue Divisional offices in respect of the administration of the zamindari areas is not uniform and is opposed to public policy. Some Tahsildars have taken into their heads not to recognize the existence of the zamindars at all except for the remittance of peshkash and for the receipt of certain returns from them. Others consider them as veritable mill stones round their necks. No doubt, so long as the zamindars exist, they cannot be ignored. An instance of the nature pointed out above recently occurred in the Uttukuli zamin. One village karnam died. The village headman reported directly to the Tahsildar who appointed somebody to officiate for him until a permanent incumbent is appointed. The Tahsildar, however, with some courtesy, asked the zamindar to submit proposals for filling up the vacancy. Proposals were accordingly forwarded to the Tahsildar for transmission to the Revenue Divisional Officer. I am surprised to find that the final orders passed by the Revenue Divisional Officer on the subject were not communicated to the Uttukuli zamindar. The village officers received direct the order of the Revenue Divisional Officer and the new incumbent began to work without the knowledge of the zamindar. The non-receipt of the order was brought to the notice of the Divisional Officer who forwarded a copy of the order to the zamindar and also promised that in future, such and similar orders would be communicated to the zamindar. I am sorry to note that this promise of the Revenue Divisional Officer is not being kept up even now.

18. The unsystematic method of dealing with the zamindars as described above has placed the zamindars in a very awkward predicament so much so that a zamindar finds it very difficult to work his office systematically and he is hampered every way in his administration. Let the Tahsildar of a taluk think for a moment how he would be hampered in his work if he is deprived of his powers of punishing his subordinates and if direct communications are held between the Revenue Divisional office and the village officers without caring for the Tahsildar. Instances are not wanting to prove the above statement and space forbids me to enumerate them. This question is of vital importance to the proprietors of the permanently settled estates and if the disabilities the zamindars are labouring under and pointed out above are not removed and set right to the full satisfaction of the zamindars, the Government of the day must be characterized as nothing but selfish.

19. Another great evil at present is that the zamin village officers have to serve two masters. No one can serve two masters as the old adage goes. They must choose to serve one or the other. Now they generally choose to serve the stronger party, the Government officers and they neglect the weaker party, the proprietor. This is most cruel indeed. The village officers are paid out of the village service fund contributed by the proprietor for which act of charity, the proprietor receives with the help of the Government nothing but disrespect from the village officers. Most of the village officers are not true to their salt. It is therefore urged that in order to facilitate collection work and to carry on the zamin administration smoothly and efficiently, provisions connected with the following points should be embodied in the Madras Estates Land Act (a) nomination of village officers, (b) grant of leave, (c) communication of all orders from the taluk

office to the village officers through the proprietor and (b) punishment by fine. The present system of appointing village officers by the zamindars and reporting the fact to the Divisional Officers for approval may be allowed to continue. Modification of the existing practice in other respects is absolutely necessary.

III (c)—

20. Collection of rent through coercive processes is hardly resorted in the Uttukuli zamin. The provisions of the Rent Recovery Act VIII of 1865 are very laborious. The Act may be allowed to remain on the statute book, but its provisions should be very sparingly used to enforce collection of rent. Collection of rent should, as far as practicable, be done by persuasion and not otherwise. The law should be set in motion only against most refractory tenants who cannot be persuaded by reasonable methods. Such tenants are unworthy to remain as zamin ryots and they must be made to suffer the evil consequences of coercive processes under the Act. Such tenants may be very few and when muchilikas are executed by them agreeing to the payment of rent in the prescribed instalments it is not likely that they would create any disturbance and delay payment of rent. When once a fair and equitable rent has been fixed, I am sure the ryots would pay rent without any demur as they know that the rent has been impartially fixed by the higher authorities. Opportunity to resort to legal process for the recovery of rent will never crop up when once the rent has been fixed on a fair and equitable basis. The ryot naturally looks upon the zamindar as his patron and entertains a kind of traditional respect and reverence towards him, while the zamindar in his turn reciprocates this feeling by being sympathetic towards them. I therefore wish to observe that it is hardly necessary to make any change in the provisions of the present Act which may tend to mar the existing harmony of feeling between the zamindar and his ryots and create a spirit of estrangement and distrust between them. No attempt to improve the Act need be contemplate now.

IV (a) and (b)—

21. I must answer this question in the negative. The tenant's right to water-supply is not inherent in the right of occupancy granted to him. It is purely a matter of contract between the ryots and the landholder. Natural source of water-supply are absent in the Uttukuli zamindari. Some of the lands are being irrigated by wells sunk on the lands by the ryots themselves. For such irrigation, no cess is levied here. In zamindaris where there are natural sources of water-supply, the zamindars have a right to levy water-cess if the ryots take water for irrigating their lands. The fact of the imposition of water-cess and the amount to be collected on that amount should be noted in the pattas granted to the ryots. The landholder has a superior right to the water-sources in his estate as he is the proprietor of the estate. Prior to the introduction of permanent settlement, what the Government possessed over the estate must be considered to have been transferred to the zamindar. The nature and extent of the right possessed by the zamindars to the water-courses in their estates are the same as those originally possessed by the Government.

V (a) and (b)—

22. The survey of estates, the preparation of record-of-rights and settlement are necessary preliminaries to an efficient land revenue administration. The primary object of a cadastral survey is to determine the exact areas of holdings, etc., with a view to settlement. The survey and settlement records must be considered to be substructures of the Land Revenue Department. The Land Revenue Department can regularly commence its work only after the survey and settlement records are supplied to it. The aims and objects of a survey and record-of-rights appear to be putting an end to the uncertainty that promotes rent disputes, the efficient protection of the ryots, and the improvement of local knowledge, which would enable revenue officers and civil courts more effectively to examine and deal with the various interests and difficulties arising out of the relations of landholder and ryot. Another object of survey and record-of-rights was to secure that officers of Government should understand the rural economy of their districts, in order that they may be properly equipped for their frequent contests with calamity or wrong. The survey and settlement of an estate cannot therefore be dispensed with. (Please see the Government of India Despatch to the Secretary of State for India, No. 6, dated 21st March 1882.) The expenditure required for these operations should be recovered equally from the landholders and the ryots. This expenditure should first be defrayed by the Government and then recovered subsequently from the landholders and ryots in instalments and not in a lump. It has to be pointed out in this connexion that when survey is undertaken by the Government at its own instance, it is hard that proprietors should be required to pay for it. In this respect, Madras Act IV of 1897 which lays down that the expenses of survey undertaken otherwise than on the application of the proprietor should be borne by the Government, should be brought prominently to the notice of the Government.

23. Regarding the survey, settlement and the future maintenance of survey landmarks, the following points that suggest themselves to me may kindly be noted. All the above three operations must follow one after another. Otherwise, it is not necessary to enter into the survey work at all. If the survey work is undertaken, the settlement work must necessarily follow it. Some of the zamindars appear to have suggested that provision in the Madras Estates Land Act for a settlement is not required and uncalled for. I am afraid that they have no idea of what a settlement is. A settlement is required only to fix a fair and equitable rent, the fixing of which is absolutely necessary for the welfare of both the landholders and the ryots. Some of zamindars and ryots appear to possess a wrong impression about the settlement operations. They seem to think that settlement means raising of rent. This is not so. At every settlement, the assessment once fixed will be revised according to the nature of the soil, the crops raised therein, the price of the crops so raised, and natural facilities for irrigation and other incidental causes. If the lands have deteriorated since the last settlement, surely the rate of rent will have to be lowered.

24. Coming to the point, I would suggest that a revenue survey which does not prominently keep in mind the probable requirements of the settlement department is bound to be a failure. It is, however, much easier to state the general proposition than to carry it out in practice, because no final scheme of revenue settlement can be framed except upon the results of a survey; and it comes to this, that to frame a scheme of revenue settlement, it is necessary to have before us the results of the survey; and to do a satisfactory survey, it is necessary to determine beforehand on what lines generally the revenue settlement is to be. To meet this object in view, it is necessary that the demarcation rules should be framed very carefully so that the survey work may be conducted very minutely and the survey land register prepared with the greatest care and caution. This minuteness of survey work is absolutely necessary for settlement purposes. If the survey had been done very perfunctorily, the settlement department would be severely handicapped in getting any progress in their operations. For an instance on the point, I understand that in British Malabar, the settlement department experienced greatest difficulty in introducing settlement in consequence of the fact that the survey there was done without a clear apprehension (probably without any apprehension at all) of probable settlement requirements, and partly also to the fact that the revenue columns of the land register (which forms the basis of the operations of the settlement department) were in many cases carelessly filled in, as the survey staff was composed mostly of men utterly unacquainted with Malabar and its land tenures, and, as a result, a lot of work had to be done by the settlement department in rectifying the errors and mistakes made by the survey department. To obviate these evils, it is necessary firstly that the demarcation rules must be framed very carefully and secondly, that the revenue columns in the survey land register should be filled in by information supplied by the Normal Land Revenue Department through their village officers. It is therefore suggested that the survey work should be conducted as thoroughly and efficiently as practicable with a view to facilitate settlement operations.

25. After the survey and settlement of an estate is over, the next important thing to be attended to is the maintenance of survey marks and the bringing of the land records up to date. It seems doubtful if the proprietor of any estate has made any arrangements for this item of land revenue work without which the survey and settlement records would be rendered useless in course of time. As the civil and criminal jurisdiction over these estates rests with the Government, the Government have inherently a moral right to see that the survey marks are kept intact and the land records are brought up to date. When disputes connected with the lands in an estate crop up, the only documentary evidence that discloses the true state of things is the village records. If such records are not brought up to date, they get themselves antiquated in course of time and will not be of any use whatever for the settlement of the disputes. It has therefore to be noted that the Government as the respecter and protector of properties and persons should take the initiative and come to the rescue by undertaking the maintenance of land records and landmarks by their own Revenue Inspectors and the Land Records Department. Though the existing law on the subject empowers the Government to do this item of work, the Government entirely neglects to attend to it. Section 21 of the Madras Act VIII of 1923 which deals with the subject in question is quoted *in extenso* for ready and easy reference.

“ When an estate or a portion of an estate or a boundary in an estate has been surveyed in pursuance of a notification issued under section 17, the survey officer shall report the completion of the survey to the District Collector and to the proprietor, and the following consequences shall thereupon ensue:—

- (1) Subject to such conditions as may be prescribed in this behalf, every tenant of the land surveyed, and where there is no tenant, the proprietor shall be

bound to maintain, renew and repair the survey marks on or within the boundaries of his holding, and in default of his doing so, the Collector may after giving notice to the tenant or the proprietor as the case may be in the manner provided in sub-sections (2) and (3) of section 15, at the cost of the Local Government, maintain, renew and repair such survey marks and recover the cost of so doing as an arrear of land revenue. Such cost may include the cost of all operations incidental to such removals or repair but not any charges on account of survey officers and supervising establishment.

(2) It shall be the duty of the headman and of the accountant of every village the whole or a part of which has been surveyed—

(a) to prevent the destruction, injury, removal or alteration of any survey marks on or within the limits of his village; and

(b) when he becomes aware that any such mark has been destroyed, injured, removed or altered, to report the fact to the proprietor of the estate and to the Collector as the District Collector may, from time to time, direct."

In respect of the same matter, the Board of Revenue has also issued certain proceedings for the guidance of its officers for carrying out the provisions of the statute. The most important of them is B.P. No. 5, Revenue Settlement, dated 9th January 1918. The relevant portion of the Board's Proceeding is extracted below :—

" 5. Lastly, there are estates which have been surveyed on the application and at the cost of the proprietors or the tenants. Government have no interest in maintaining the marks planted in the course of these surveys and it is only the proprietors or the tenants or both who will be benefited by their maintenance. The Survey and Boundaries Act, however, lays no obligation on the proprietors to arrange for the maintenance of these survey marks. The tenants are of course liable for their maintenance, but this liability can be enforced only by the Collector under section 21. It therefore follows that only Government Agency can be employed on the work. The Board considers that no arrangements need be made by Government for the maintenance of the survey marks in any estate unless such maintenance is desired by the proprietor or, in cases where the survey has been made on the application of the tenants, by tenants. If it is decided to undertake maintenance work in any such estate, the following procedure should, the Board considers, be adopted :—

(i) In large estates in which maintenance is desired by the proprietors where the work cannot be carried out by the existing staff and where a special establishment will be required for the purpose, the proprietors should be required to prepay the cost of such establishment, including suitable contribution on account of the supervision to be exercised by the Land Record Tahsildar, the Land Record Superintendent and the Director of Land Records. The fees collected under rule 6 (2) of the rules prescribed in G.O. No. 682, Revenue, dated 4th March 1914, on account of the time and labour of the Government maintenance staff may then be paid to the proprietor annually. It will be the duty of the special establishments employed for maintenance work in estates to over-check the stone inspection done by karnams and to renew or repair the stones which are missing or out of repair as the case may be. The proprietor should also be required to open stone depots and to maintain stocks of stones of the prescribed size and description. They will thus be practically advancing to Government the stones required for effecting replacements and the cost thereof will be paid to them after it is collected from the tenants. If any proprietor does not accept these conditions, Government need not undertake the work in his estate. Where maintenance is desired by tenants, an advance of the costs cannot and need not be expected. The fee must be fixed at such a rate to cover all charges of maintenance and the whole of the fees will be retained by Government."

26. A perusal of section 21 of the Act, along with the Board's Proceedings extracted above makes it abundantly clear that in indicating the procedure to be adopted in carrying out the specific provisions of section 21, the Board of Revenue have departed completely from the principle of section 21 of the Act. In fact, the Board in some very material particulars have taken up a position diametrically opposed to the provisions of the statute. They are indicated below :—

(1) In B.P. No. 5 it is said that Survey and Boundaries Act " lays no obligation on the proprietors to arrange for the maintenance of these survey marks. The tenants are of course liable for their maintenance." But section 21 (1) categorically imposes an obligation on the proprietors in spite of all that the Board may say to the contrary.

- (2) Under section 21 (1) the cost to be recovered from the proprietor is to "include the cost of all operations incidental to such renewals or repairs but not any charges on account of survey officers and supervising establishment." But according to the Board's Proceedings the proprietor has also to make a suitable contribution on account of the supervision to be exercised by the Land Records Tahsildar, Land Records Superintendent and the Director of Land Records.
- (3) In respect of the collection of costs, the Act makes no distinction between a proprietor and a tenant. But the Board's Proceeding requires advance payment from the proprietor, whereas, in case of tenants it says "an advance of the cost cannot and need not be expected."
- (4) The Act makes no distinction between estates "Large and small." But the Board's Proceedings draws such a distinction without defining what constitute large estate and what small.

27. Whilst the Board's Proceedings intended to carry into effect the provisions of the Act are thus diametrically opposed to those very provisions, the interpretation placed upon the Board's Proceedings by the Revenue authorities and the Board of Revenue is still more arbitrary. Though the Board's Proceedings does not contain any definition of large and small estates, the passage occurring therein, viz., "In large estates where the work cannot be carried out by the existing staff and where a special establishment will be required for the purpose" seems to indicate that estates where the work can be carried out by the existing staff and where a special establishment will not be required may be classified as small. But the revenue authorities refused to classify such estates as small and in the teeth of the Proceedings of the Board of Revenue, demand advance payment. And further, such advance payment should, according to section 21, be confined to the cost of such operations incidental to renewal or repair of survey marks. But the revenue authorities demand advance payment which is out of all proportion to the cost of renewal or repair making it impossible for the proprietor to have the survey marks maintained in proper condition.

28. It would appear from the above that, even when measures favourable to the zamindars are pointed out to the Government through their servants, they seem to close their eyes to them and put all sorts of obstacles in the way of not carrying them out so much so that the hue and cry made by the zamindars for the satisfaction of their legitimate aspirations has become practically a cry in the wilderness. It is an admitted fact that, for ascertaining; the revenue due to the state as well as for defining the rights of individuals in property, survey of lands and settlement of boundary disputes are essential factors. In fact, the absence of survey and fixing of boundary marks are in many parts of our country a fruitful source of litigation. In many proprietary estates, the absence of such marks cause considerable inconvenience to the efficient administration of the same. Only a few of the proprietors can realize the above. Those who realize the importance of survey have their estates surveyed at a pretty heavy cost. As such, it ought to be the plain duty of the Government to help the proprietors by affording them all facilities to effectively maintain the survey marks instead of imposing hardships, if estate surveys are to be encouraged. It is very sorry to note here that the most beneficial provisions of the statute have been rendered nugatory by fiat of the executive.

29. If the Government really intends to preserve the zamindaris from deterioration and eventual destruction, the rules regarding the maintenance of village landmarks should be relaxed a little. The Government Revenue Inspectors have to attend to this item of work in the Government villages. They can with the least difficulty attend to this work in the zamin areas also. The zamin village officers are not Government village officers. Still, the Government makes them work for them. In the same way, should not Government servants be made to work for the zamins? If necessary, the Government may arrange to levy a certain percentage from the zamindars' as contribution for this extra labour. Without making some such arrangement, it may not be fair for the Government to sit quiet after passing stringent rules on the subject which are beyond the powers of any zamindar to carry out. The difficulties set forth above are being felt in the Uttukuli zamindari. The zamindari was surveyed seven years ago. When settlement also wanted to be done, the Government demanded an advance deposit of Rs. 20,000 for the expenditure required for the same. The deposit asked for is simply arbitrary and no data have been furnished as to how the amount was fixed. An advance of Rs. 20,000 was made for the survey operations. After the close of the survey, a portion of the amount was refunded to the zamin. A sum of Rs. 438-12-2 is still pending to the credit of the zamin with the survey department. It is therefore clear that the deposit asked for by the Government was without any data. Owing to financial stringency, the settlement was not conducted. About the recovery of survey charges, from the ryots, the orders of the Government are not uniform. In Ramapatnam zamindari, the whole survey charges were ordered to be recovered from

the ryots. When a communication was sent on the same subject from the Uttukuli zamindari, only a moiety of the expenditure was allowed to be recovered from the ryots. It is high time to set right these anomalies of the Government and the Madras Estates Land Act should be so amended as to meet the requirements of the zamindars in every respect, especially, in respect of survey, settlement, division of expenditure between the landholder and the ryot and the maintenance of survey marks.

30. It is, therefore, suggested that all zamindars should unite and suggest ways and means to set matters right and to remove this obnoxious proceedings of the Board from practical application. This proceedings appears to have been passed evidently under a misapprehension under a repealed Act of 1897. It cannot be made to apply to the provisions of an Act passed in 1923. The attention of the Government should be drawn to this anomaly. A drastic change has been effected by the Act of 1923 over the Act of 1897. Under the Act of 1897, no obligation was imposed upon the proprietor to maintain the survey marks in his estate. But the Act now in force imposes such an obligation on the proprietor. Evidently, the Board's Proceedings appears to have been passed on the assumption that no statutory obligation has been imposed on the proprietor and that the maintenance work in his estate is a sort of luxury to him for which the proprietor must pay. If this is so, may I know to whose luxury the maintenance work is being done in Government villages? Such observation has no foundation whatever. The same Board's Proceedings states that since it is obligatory under the statute on the tenants to maintain survey marks, they cannot and need not be expected to pay in advance. It has to be pointed out that the obligation is no less on the proprietor than on the tenant and that the former also cannot and need not be expected to pay in advance. Again, the costs to be recovered from the proprietor should be arranged to be fixed on a definite data and should not be claimed arbitrarily out of all proportion to the work to be done.

31. It is therefore suggested again that in order to carry out efficiently the provisions of section 21 of the Madras Survey and Boundary Act of 1923, the discretion vested in the Collector under that section should be arranged to be exercised properly and that such discretion should be hedged in by proper safeguards so that the Collector as well as the proprietor might be clear as to (1) the agency that has to do the maintenance work, (2) the terms on which the said agency is to perform the work, (3) the apportionment of the cost between the tenants and the proprietor, and (4) the mode of recovering the cost from the tenants. The Act has to be amended embodying these suggestions and other suggestions that may be deemed necessary.

VI.—

32. The landholder cannot demand any levies, customary or otherwise, from ryots in addition to rent. A ryot cannot be compelled to contribute his mite for any ceremony or other function in the zamindar's family or for any special or annual ceremonies in the temples attached to the zamindari. Voluntary contributions from any ryot for any function in the zamindari may be accepted.

(b)—

33. These may be answered together. The right possessed by a zamindar over cattle-grazing grounds, old waste and other porambokes which are not communal is indefeasible. The ryots have no power over them. To allow the ryots to graze cattle, to collect green manure and to cut wood for agricultural implements is entirely left to the discretion of the proprietor of the land. There are no paddy fields in the Uttukuli zamindari and therefore the necessity for collecting green manure is not seen felt by the ryots. There is no forest growth also close by, so that the ryots may be in a position to cut wood for agricultural purposes. Strictly speaking, the ryots in the Uttukuli zamin make their own arrangements for the grazing of cattle and making agricultural implements. I do not think that any ryot has any inherent right to use the forest growth, if available in the zamin, for their domestic and agricultural purposes. Such free use of zamin porambokes and forest growth will be considered as an encroachment upon the right of the zamindar. A ryot must obtain the previous permission of zamindar to use such porambokes and trees thereon for domestic and agricultural purposes. It is left to the option of the zamindar to let it free or not temporarily for the purposes required.

(c)—

34. Public paths and other communal lands situated in any estate are intended for the common use of the villagers and such lands cannot be interfered with without the written permission of the Collector (see section 20 of the Madras Estates Land Act). So long as such lands are treated as communal lands, the landholder and a ryot have equal rights over them. Their rights differ only when such lands are not required for the purpose intended. Lands set apart for communal purposes prior to the introduction of permanent settlement, when no longer required for the purpose originally



intended, will not revert to the landholder. Lands so set apart subsequent to the permanent settlement by the landholder himself shall revert to the landholder when, in the opinion of the Collector, they are no longer required for communal purposes. (See the explanation to section 20 of the Madras Estates Land Act.) No alteration in the existing relationship between the landlord and the tenant so far as these lands are concerned appears to be necessary.

35. Hill and forest porambokes are to be treated as porambokes other than communal porambokes. A ryot has no right over them. The landholder is the proprietor of these porambokes and he can let these porambokes on contract for temporary cultivation with agricultural crops. The respective rights of such temporary lessees and the landholder shall be regulated by contract between the parties.

VIII. (a)—

36. The determination of the irrigable area and the maintenance of the irrigation sources and works have been fully dealt with in Chapter VIII of the Madras Estates Land Act. Any deviations from the provisions contained therein do not appear to be necessary. The newly amended Madras Estates Land Act VIII of 1934 contains ample provisions for the maintenance of all irrigation works. The principle to be borne in mind when the repair of a minor or a major irrigation work is undertaken is that the repair should benefit both the parties and should also not interfere with the other existing irrigation works or with the rights of the ryots holding lands close by. These appear to have been guarded when drafting the amended Act. The existing provisions need not therefore be altered.

(b)—

37. Under section 138 of the Madras Estates Land Act, provision has been made for carrying out the repairs to any irrigation work through the Government if the landholder declines to undertake the repairs on the application of the ryots whose lands are affected by the non-repair of such irrigation works. No amplification of the provisions contained therein appears to be necessary.

(c)—

38. The Government need not take *suo moto* action in the matter of repairs to irrigation works. The aggrieved parties will surely apply to the proper authorities for remedy, as, otherwise, the cultivation of their lands will be seriously affected. It would be enough if the Government take steps to undertake the repairs on the application of the parties.

IX—

39. The object of the jamabandy is to ascertain, record and fix the land revenue demand of a taluk. The zamin area should be considered as a taluk for ascertaining and fixing the dues to the zamindar from the ryots. I am inclined to think that everything connected with the administration of Land Revenue in the ryotwari villages should be conducted in the zamin villages also, especially, the inspection of the collection registers. The statistical registers in the zamin villages have, however, been looked into by the Revenue Inspector and the Tahsildar and the inspection of those registers is being conducted every year by the Divisional Officers at the time of the jamabandy. As the jamabandy officer has nothing to do with the zamin collections, he does not care to go through the collection registers of the zamin villages. As the amount collected from the zamin ryots is to be paid to the zamin treasury, it is certainly the lookout of the zamindar to see that his demands are fully realized and remitted to the treasury in the year of the demand itself and steps should be taken at the close of every year to bring the refractory ryots to book by resorting to coercive measures. It is therefore absolutely necessary that a jamabandy by the zamindar himself assisted by his office staff should be conducted every year and that it should be taken as an opportunity for a thorough overhauling of all the accounts and registers in connection with the zamin demand. If this item of zamin administration is neglected and allowed to fall into arrears, the administration of the zamin will be considered to have been conducted in a haphazard manner. To satisfactorily conduct the jamabandy on the lines of the jamabandy conducted by the Divisional Officers and District Collectors, it is necessary that the zamindars should have full control over the village officers. By piecemeal elimination of the zamindar's powers, originally exercised over the village officers by a series of illegal legislations against which no protest appears to have been made during all these years, the village officers have grown rude and recalcitrant so that most of them have become unmanageable. To report to the Revenue Divisional Officer each and every case of delinquency would be an arduous task and would be considered as want of tact on the part of the zamindar. In this connection, it may not be out of place if I were to insert in this memorandum for the consideration of the zamindars' association



the relation between the zamindars and their village officers as depicted by 'Truth' recently in one of the Madras dailies. I am sure that the man who wrote the article must have had bitter experience in dealing with these village satraps.

"Now, that a Commission has been appointed to go into the question of the juridical relationship between the zamindars and ryots, a few remarks on the position of the village officers *vis a vis* the zamindars will be in point. As against charges of exorbitant rent or illegal exactions against zamindars, the latter bring counter charges against ryots of deliberate non-payment of rent for a number of years necessitating litigation on payment of heavy court-fees. The troubles of the zamindar are redoubled after getting decrees for rent for the reason that execution is a tortuous and laborious affair. Now the question arises, why should the collection of rent be so difficult in zamin areas, while it is just the reverse in the case of Government lands. The answer is simple. Village munsif in Government ryotwari tracts is efficient and is a true servant of his master, the Tahsildar, whereas, in zamin areas, the village munsif is in theory a servant of two masters one of whom is the Government Tahsildar and the other is the zamindar. But in practice, he does not care a two penny half penny for the latter, whose peremptory orders and threatened penalties cannot harm him. The karnam has got more duties to perform for the zamindar than for the Tahsildar of the taluk. In the event of the village munsif and karnam not performing their duties, the zamindar is reduced to the helpless position of having to appeal to the Tahsildar and the Revenue Divisional Officer for redress against the offending village officers. The result is that the zamindar and the village officers appear as complainant and accused, a proceedings encouraging mutual recriminations by the one against the other. In many cases, owing to want of appreciation of the difficulties of the zamin administration on the part of the Revenue authorities, the village officers escape on the plea that properties have not been given to them by the zamin staff and if collections fall into arrears or the revenue work of the karnam is inadequate, the order is that it is open to the zamindar to make his own arrangements for the purpose. Consequently, the zamindar is reduced to the necessity of appointing his own vascoldars, surveyors, Revenue Inspectors, etc., who do the work normally carried on by the village officers in Government villages. In the meanwhile, what is the work of the village officers in zamin tracts? In very many cases, they do nothing but foment quarrels and create troubles between ryot and proprietor. They can safely depend on the underlings of the taluk office for protection against any action on the proprietor's part. No doubt some zamindars are vested on application by the Board of Revenue, with powers to inflict a fine up to Rs. 3 on the zamindar. But in practice, he does not care a two penny half penny for the latter village officers. But this power is subject to the restriction that the action should be approved by Revenue Divisional Officer.

"All this trouble arises from the dual jurisdiction conferred on the proprietor and the Government Revenue authorities over the village officers. The punishing authority is different from the authority to whom services are to be rendered. Such a system is bound to cause friction. The result may be avoided by the revenue authorities developing a consciousness that the proprietor is trying to do in his area what the revenue officer is doing in his own. As a matter of fact, it takes months and years to enquire into a complaint. Then finally comes an order wherein the proprietor is informed that all was not well with the proprietor's own staff and that the offending karnam or village munsif is severely warned. No wonder that the offending village officer twits his fingers at the zamindar. The better remedy would be to legislate in view to placing the village officers completely under the proprietor's control."

40. It is certain that it is not desirable to place the zamindars in such an awkward position as between the devil and the deep sea. They are being put to considerable hardship by the village officers on the one hand, and by the ryots on the other. There has of late been a growing volume of opinion adverse to the interests of the zamindars on the presumption that the ryots under them are being subjected to severe troubles and vexations. This observation is a one-sided view and is the result of the repeated agitations and demands made at the ryots' conference in certain zamins, such as, Kuppam, etc., north of the Madras Presidency. Mr. Cheruvakada Narasimham Panthulu, a congressman, addressed the other day a large gathering of the zamin ryots of Kuppam and dwelt at length on the hardships of the zamin ryots and even went to the length of saying the need of the abolition of the zamindaris. Such appears to be the mentality of the public towards the zamindars. I hope that these and other considerations would weigh with the Committee now formed who, I am sure, will leave no stone unturned to set at rest once for all the supposed hardships experienced in the several zamindaris, both by the zamindars and the ryots, and close the door permanently by amending the present Madras Estates Land Act and other Acts affecting the interests of both.

X—

(1) and (2)—

41. A pattadar is an occupancy ryot, that is to say, that he has a permanent right of occupancy in his holding. He possesses in his lands a heritable and alienable interest of a permanent character. An under-tenant is a non-occupancy ryot who is a sub-lessee having no stake in the land in his possession. He is only a tenant-at-will liable to eviction by his lessor at any moment. There are two classes of non-occupancy ryots under the Estates Land Act. A tenant under a pattadar is a non-occupancy ryot and a tenant of old waste under the landholder is also a non-occupancy ryot. A landholder has nothing to do with a tenant under a pattadar who has been given occupancy right over his ryoti land. They have no mutual statutory obligations to perform. If the pattadar dies intestate and his sub-lessee continues to be in possession of the land under a contract from the pattadar, the land will surely revert to the landholder as the proprietor of the soil and the sub-lessee may or may not be allowed to continue as a lessee directly under the landholder. He will only become the landholder's tenant-at-will liable to eviction at any moment. A tenant of old waste holds his land under a contract from the landholder as an ordinary lessee. The position of a tenant under a pattadar, that is, a ryot holding a ryoti land, does not appear to fall within the purview of the Madras Estates Land Act. It does not seem to be necessary that their status in relation to a pattadar and the zamindar does not require any legal recognition. It would be a serious blunder if those under-tenants holding ryoti lands on simple lease for a number of years, say for 30 years or more, were to be given fixity of tenure and their position legally recognized. Such an act would be a deathblow to the agricultural improvement of the country if improvement of agriculture is the idea underlying that grant. It should be borne in mind that actual cultivators of the soil may not be the pattadars, but the low class people who prefer cultivation as their profession. It gives them work and enables them to earn just about what they would have earned as day labourers doing other daily work. If any real agricultural improvements are to take place, they should be done by the zamindars only. These are the persons who are likely to command the necessary money for it. They have only to be shown practically the benefit to be derived from the agricultural improvements. But the zamindars have been deprived of the opportunity of effecting agricultural improvements in the zamindari area in view of the fact that a zamin ryot holding a ryoti land possesses a heritable and alienable interest over it. He is not a tenant-at-will. The landholder's interest over such lands ceases with the grant of occupancy right to another man. Of course, the landholder can make improvements on the land under the authority vested in him under section 13 of the Madras Estates Land Act. I do not think that any zamindar will take advantage of the provisions contained in that section and work conjointly with the tenant to make improvements and then fight with him for the enhancement of rent. No doubt the section itself is derogatory to the zamindar's position and status. The conferment of permanent occupancy rights to the ryots themselves had already sounded the death-knell of the agricultural advancement of the country. If proper representation had been made before the legislature at the time of passing the Act, such a piece of drastic enactment could not have blotted the pages of the statute book. The blunder already committed would be considered to have committed in an aggravated manner if the under-tenants, who are tenants under the zamin ryots, are also given any legal recognition of their position.

XI (a)—

42. A special tribunal is not necessary for the final appellate and revisional authority in proceedings between landholders and tenants. Some zamindars prefer civil courts for the trial of all cases between the zamindars and their ryots. There is a general opinion that Revenue Officers, however conscientious they may be, may not be able to view things judicially. The absence of judicial mind may some time go wrong in arriving at the truth of the case. It is therefore suggested that a provision may be made in the Act empowering the High Court to take cognizance of review petitions preferred against the decisions of the Board of Revenue. The party adversely affected by the decision of the Board of Revenue must be given an opportunity to present his case before the High Court also. That is to say, a judicial pronouncement of his case may also be found necessary. In other respects the present system may be allowed to continue.

XI. (b)—

43. No special courts are necessary for the trial of actions and proceedings between landholders and tenants. The Revenue Officers are the best judges to decide suits connected with settlement of enhancement of rent and the exchange of pattas and muchilikas and all matters which are more or less intimately connected with the procedure of

distrain and recovery of properties. No changes appear to be necessary in this respect. I hope the present tribunal will satisfy the ends of justice. Cases falling within the category of this question are worthy of being handled by executive revenue officers who are expected to be well acquainted with the locality. Further, such cases require prompt disposal. I therefore prefer the existing system.

XII. (a)—

44. According to the Madras Land Encroachment Act of 1905 provision has been made for removal of encroachments on Government lands alone. Encroachments on zamin porambokes are excluded from the operation of these provisions. This rule works very hard on the zamindars. The taluk authorities have got copies of settlement registers and fielded measurement books of the zamin villages. When these registers are available to them, they can very well attend to the removal of encroachments on zamin porambokes also, for which legal sanction is required. According to the existing law, the zamindars are to seek remedy in civil courts to get the encroachments removed. This is no doubt a tedious process. In introducing the Madras Estates Bill before the legislature, the member who introduced the Bill has cleverly remarked that provision had been made in the Bill for the disposal of cases affecting the zamindars and the ryots through the revenue courts as remedy through civil courts was very expensive and tedious and that remedial measures through revenue courts were inserted to facilitate speedy disposal of cases as the revenue officers could be expected to possess local knowledge which was necessary for the disposal of such suits. The very same member has advised the zamindars to seek remedy in civil courts for the removal of encroachments, as if, the disposal of encroachment cases will be speedily done in civil courts. In this respect, no difference should have been made between the Government and the zamindar. When the zamin records are with Tahsildar, he can very well order his subordinates to attend to the removal of encroachments on zamin porambokes other than communal lands. As there is no provision in the Madras Land Encroachment Act to attend to that work, the revenue authorities cannot do anything now. The Act should be so amended as to contain provisions for the removal of encroachments on the zamin porambokes also. If the Act is not amended as suggested above, I am sure the zamin porambokes will all be found occupied in course of time. It is therefore absolutely necessary that the Government should be pressed for the amendment of this Act in the light of the remarks made above.

XII. (b)—

45. In this zamindari, no such cesses as jodi, poruppu and kattubadi are being collected. Quit-rent alone is collected here and paid to the Government at the time of the remittance of the peishcush. Powers should be given to the zamindars who collect these items of revenue for collection through coercive processes also. The existing law requires revision.

MANAGER D.

**Memorandum by the President and Members of the Southern Districts Landholders' Association, Madura, dated 21st November 1937.**

*Preliminary.*

Before furnishing its views on the basic problems mooted in this questionnaire, this Association craves permission to ventilate its just grievance about the spirit of distrust of the zamindar in which the Madras Estates Land Act has been conceived and which pervades its entire scheme. While it may reasonably be expected that the law of landlord and tenant should concern itself mainly with working out the legal implications in that relationship, it is matter for profound regret that the statute, as embodied in this Act, evinces an unhealthy jealousy about the rights of the tenants and ruthlessly ignores the lawful rights of the landholder and denies to him that prestige which alone could conduce to the smooth running of the relations between him and his tenants. While this Association feels alive to the necessity for all judicial safeguards provided by the Act with a view to control and standardise the mutual dealings between the landlord and tenant, it cannot but condemn the provision for executive interference at various stages of the transactions arising out of the relationship of landlord and tenant which must legitimately be allowed to be handled by the parties themselves without the intervention of an extraneous agency. The deleterious consequences of such a state of affairs do not require much of an elaboration. The law wherever it is based on a suspicion of the landlord cannot but lead to unhealthy bickerings between him and his tenants. It places a premium on costly litigation very often indulged in by the tenant to his own ruin. It detracts

from the efficiency of the management of his estate by the landlord and by repeatedly placing him in difficult and awkward situation jeopardises his position. This Association therefore craves leave to record an emphatic plea for the immediate revision of the existing law of landlord and tenant in the light of the above observations so that it might be laid out in a spirit of broader sympathy and generosity as regards the position of the landlord. The causes for distrustment of the zamindar which were the relics of unsettled Mediæval India have long since disappeared and enough of enlightenment has penetrated into the village to justify an assurance that the ryot has become quite capable of looking to his own interests by working out his jural relationship with his proprietor. The force of the principle that trust begets trust cannot be lost upon this essentially human institution of landlordism and tenancy and the adoption of this principle in the law governing this institution cannot but conduce to the prosperity of the parties concerned in it as well as of the country at large.

I. (a) The uncertainty that subsisted on this question before the Permanent Settlement Regulation cannot be set forth in better language than that of Professor Radhakamal Mukerjee in his well known work on "Land Problems of India." He says: "Landlords' estates in more recent times arose in India from many causes, such as from revenue farmers being recognized as landlords (as in Bengal, Bihar, North Madras, parts of the United Provinces and Bombay, Khots of Konkan); from territorial chiefs where tributes were converted into revenue (as from the Poligars of Madras and Gond Chiefs of the Central Provinces); from grants of jagirs for military or other services (as many of the Oudh Taluqdars) and, lastly from acquisition through purchase or mortgage of estates by bankers or capitalists. The landlords with whom settlement was made by the British Government accordingly differed not only in social position but also in the title by right of which they held their lands. Some were in fact not only revenue collectors, but also hereditary territorial magnets. But, generally speaking, the result of the settlement was to place all landlords on a uniform legal basis and to obliterate the differences in the customary status which had grown out of differences of origin." According to this learned author the result of the settlement was to place all landlords on a uniform legal basis. The Regulation XXV of 1802 invests landholders with the proprietary right in the soil by its enactment in clause 2, viz., "In conformity to these principles, an assessment shall be fixed on all lands liable to pay revenue to the Government; and in consequence of such assessment, the proprietary right of the soil shall become vested in the zamindars or other proprietors of land, and in their heirs and lawful successors for ever." One of the principles referred to in this clause is laid down in the Preamble Section of the Regulation as "to grant to zamindars and other landholders, their heirs and successors a permanent property in their land in all time to come." In the face of this statutory provision there can only be one opinion on this question and that is that the zamindar is the proprietor of the soil and the courts have also uniformly been acting on this position.

Nor can it be doubted that the legislature and the courts have done a service in setting at rest this vexed question. A glance at the reports relating to the investigation as to the nature of the tenures held by the poligars and similar landholders recorded in the Fifth Report will convince anyone about the irreconcilable diversities of the tenures under which each one of these landholders held his estate, and the legislature by fixing up the right of the landholder in the soil as a proprietary one has once for all set at rest the intricacies in the solution of the question as affecting each individual estate and has saved much of money and heart-burning.

What the legislature has done for the landholders is only bare justice. The following extract from the Fifth Report will clearly show that whatever might be the origin of their title the poligars were the undisputed owners of the soil.

"The poligars are military chieftains of different degrees of power and consequence, who bear a strong affinity to the zamindars of the Northern Circars. Their origin may also be traced to similar events and causes. Those whose poliams are situated in jungly and frontier parts of the country, are represented to have been for the most part, leaders of banditti or freebooters; who, for the preservation of internal order in the country, had been either expressly entrusted with the charge of the police, or had been suffered to take upon themselves, that kind of service. Some of them, derived their descent from the ancient Rajahs, or from those who had held high offices of trust under the Hindu Government; whose ancestors had received certain villages in ranam, either as a personal allowance from the State, for the support of their rank, or the reward of their services; or partly for those objects, and partly on the feudal principle of supporting a body of horse and foot, which were to be at the call of the Sovereign, whenever they might be required. Others had been renters of districts or revenue officers who

had revolted in times of public disturbance and succeeded in usurping possession by encroachments on the territorial rights of Government or of individuals, during those conjunctures of public affairs, which rendered the ruling authority weak and inefficient. It does not appear that any of the poligars, except those of the ancient aboriginal stock, had ever been regarded by the different Sovereigns, who had governed the country, as holding any independent authority."

The point about the matter is that before the Permanent Settlement it was a question always of disputed right between the Crown and landholder and never as between the landholder and ryots. As observed in paragraph 4 of the instructions issued to Collectors as to permanently settling the lands (reported at page 169 of Volume III of the Fifth Report), "At present the zamindars hold their zamindaris by a tenure so precarious as scarcely to convey the least idea of property in the soil." In paragraph 5 of the same document it is proposed to make the zamindars "actual proprietors of the soil or lands composing their estates." It seems to have been always and uniformly assumed that the status of the tenant was always that of a tenant and never that of a proprietor. By the Legislative Enactment of 1802 the points at issue as between the Crown and the landholder found a statutory disposal. The proprietary right of the landholder has been consistently recognized by the judicial decisions also. In 26 Madras, 252 it has been laid down that "In regard to these waste lands the zamindar is no doubt, the proprietor, by virtue of Regulation XXV of 1802." Speaking of waste lands and jungle lands in proprietary estates in 40 Madras, 722, His Lordship Justice Sir John Wallis says "With regard to land of this character in a zamindari", the presumption is that the zamindar owns the kudivaram as well as the melvaram rights." In the well-known Urlam case (40 Madras, 886) Their Lordships of the Privy Council say "In Their Lordships' opinion, there can be no real doubt that the courts below were right in holding that the effect of the Permanent Settlement was to vest the channels with their head sluices and branch and subsidiary channels, and the tanks, or reservoirs, in the zamindars through or within whose zamindari the same respectively passed or were situate. As pointed out by the High Court, this would be in full accordance with the policy enunciated in the well-known Fifth Report."

I. (b) If the zamindar is the proprietor of the soil the tenant also cannot be such. The Hon'ble Mr. Forbes in his speech introducing the Original Land Estates' Bill observed that "That ryot has been confirmed in his rights; he is secured in the occupancy of his holding from which he cannot be ejected so long as he pays his shist." This admirably summarizes the legal title subsisting for the tenant in his holding. Section 10 of the Act draws a clear delimitation as between the land and the right of occupancy therein. As observed by Professor Radhakamal Mukerjee at page 331 of his "Land Problems in India," the zamindars being declared to be proprietors of the soil, and "landowners" it follows as a natural consequence from this and from the introduction of English ideas that the ryots have come to be looked upon as their tenants."

II. (a) and (b) An eminent critic of the existing land tenure systems furnishes this idea of what should be a fair and equitable rent. "The State," he says, "in estimating the net produce, should make a liberal allowance for the true and full expenses of cultivation, the labour of the cultivator and his family, depreciation of agricultural capital, and insurance against the inevitable risks of agriculture in the Indian climate." This definition coming as it does from such a relentlessly adverse critic as Professor Radhakamal Mukerjee must be deemed to give a fairly accurate idea as to what tests should be satisfied for rendering any settlement of rent fair and equitable. From time immemorial in India the produce from the soil has been looked up to as the source of the land revenue. This question therefore reduces itself to one of the proportion to be divided between the landholder and the ryots, of the net produce from the land, and it is submitted that the considerations suggested by Radhakamal Mukerjee are quite adequate to ensure for the ryot his due return for his labour and toil while at the same time guaranteeing to the landholder the wherewithal to meet his obligations to Government and keep himself in a position of prestige. Once the net produce is arrived at on these lines the proportion between the landlord and the tenant should be one of equal moieties. The system of waram division is one that has been universally in vogue in this country to determine the rent in all cases in which the parties enter into a contract of lease, and this mode of calculating the melvaram is therefore bound to prevail in all fair and equitable settlements of rents.

(c) A fair and equitable rent fixed upon the considerations above stated must exclude the necessity for temporary remissions and render them unjust also. Once the landlord is given the right to have his share from the net outturn of crops calculated as indicated above, with all possible allowances in favour of the ryot for the vicissitudes of

agricultural operations, it is but fair that the landholder should not stand exposed to any further statutory obligations to grant remissions. Where an ascertained jumma has furnished the basis for an ascertained peishkush as it has in the Permanent Settlement, there is a manifest injustice to the landholder whenever a remission is forced out of him.

(d) There can be no standardization of rent for all areas. But the basic principles for the determination of the rent must apply for all areas. History tells us that while in India successive rulers always agreed as to the produce being the source of land revenue they have successively differed as to the method by which they calculated the royal share. The Permanent Revenue Settlement is the achievement of the British rulers in this line. In a sense the question under answer puts in issue the correctness and justice of the Permanent Settlement and the case for its survival. In all probability the Legislature has perpetuated the results arrived at as regards the quantum of rents payable in the Permanent Revenue Settlement operations whether in the form of cash rent or whether in the form of rents in kind. In defining rent as "whatever is lawfully payable in money or in kind" in recognizing the presumption that "the rent or rate of rent for the time being lawfully payable by a ryot to be fair and equitable," and also in recognizing a further presumption that "the amount of rent payable by a ryot shall be the same as in the last preceding revenue year," the legislature must be deemed to have evinced its eagerness to conserve settled rates. [Vide section 3 (11) and sections 27 and 28 of the Madras Estates Land Act.]

The system of rents evolved by the Permanent Settlement is evaluated by Professor Radhakamal Mukerjee in these terms: "An examination of the papers relating to the Permanent Settlement will convince any fair-minded inquirer that it was the intention of the Government to render the rent payable by the ryots precisely as stable as the revenue payable to the zamindar. Indeed, the evidence is overwhelming that the authors of the Permanent Settlement intended that the cash rents paid by ryots for lands in actual cultivation under the cash rents system at the time of the Permanent Settlement could not by any means be enhanced, though the total income of a zamindar would naturally grow with the extension of cultivation. The Permanent Settlement endeavoured to substitute a system of declaratory leases (patta) for the system of customary rates. Such leases which would state the exact amount of the cultivators' rent were to be duly enforced by the Collectors. The amount of rent was not to exceed the established *pargana* rates for the crops grown on it and it was not to be raised excepting on the ground that the cultivator had made a change to more valuable crops."

As to how far this ideal was maintained in working out the rates of assessment Professor Radhakamal Mukerjee seems to have a doubt. He states, "In Madras and especially in Burmah the product basis of assessment has not been worked out fairly and suitably for affording a true indication of the economic surplus of the small holders." But in another context he would concede that "In Madras as well as in Burmah the assessment has been based on the net produce, but whereas in Burmah no allowance has been made for home labour, in Madras an endeavour has been made to ascertain the full cost of cultivation." But whatever might be the views of adverse critics there can be the least doubt that those who were responsible for the spade work in connexion with the Permanent Revenue Settlement had the high ideal indicated above as that of a fair and equitable rent as their guidance for working out the actualities of the system they evolved. In paragraph 36 of the instructions to the Collectors the Board of Revenue are anxious to set forth that it was their objective to extend protection to the ryots and under-tenants as it was equally their object to ensure the dues of the sircar of proprietor of the estate (Fifth Report, Volume III, page 178)." The reports of the various Collectors as to how these instructions were observed in the preparation of their estimates is interesting reading and throw considerable light on the *modus operandi* by which they secured their data for their estimates. There can, therefore, be no doubt that the rents fixed at the time of Permanent Settlement were fair and equitable at the time they were fixed.

The proof is convincing that the rates perpetuated by the Permanent Settlement and affirmed by the legislature and obtaining for over a century are equitable, the more so because the tenants distinctly stand to gain by being fixed up to cash rents worked out at a time when money was far dearer than what it is at present and when the possibilities for the development of improved methods of agriculture obtaining in these times always conduce to more favourable outturn of produce. It is universally conceded that the position of the zamindari tenants in Madras Province is much better than what it is in Northern India where there is such a stampede of illegal exactions sanctified by immemorial customary user grinding upon the ryots. In speaking of the economic distress grinding down the peasant it is unfair as it is equally incorrect to ascribe it to the heaviness of the land

assessment. There are more causes than one for the grinding poverty of the peasant and they lie deeply imbedded in the mentality of the peasant and his family and not in the heaviness of the assessment of his land which was fixed up for him in money values obtaining when money was so dear and which are hedged in by every statutory restrictions imposed against enhancement of rent.

So much for cash rents fixed up by the Permanent Settlement.

As for waram rents obtaining by immemorial user the safeguard provided by section 29 of the Act is the surest guarantee against such a rent being rendered unfair and inequitable. And as for new tenancies created subsequent to the passing of the Act, section 25 enacts that the ryot shall not "be bound to pay rent at a rate exceeding the rate prevailing for similar lands with similar advantages in the neighbourhood, or, in case such rate cannot be ascertained, exceeding such rate as the Collector may on application decide to be fair and equitable." Section 27 enacts "If a question arises as to the amount of rent payable by a ryot or the conditions under which he holds in any revenue year, he shall be presumed, until the contrary is shown, to hold at the same rate and under the same conditions as in the last preceding revenue year." This is a rebuttable presumption. (Vide 29 M.L.J., 362.) In the face of such drastic safeguards provided by the legislature, it is futile to argue that the rent "lawfully payable" as defined in section 3 (ii) can be anything, but fair and equitable and there should be no hesitation in holding that the presumption laid down in section 28 of the Act is a justifiable one.

(e) For the reasons adduced in the previous discussion it is quite unnecessary that any powers should be reserved with the Government to revise, alter or reduce the rents wherever they are inequitable by executive action. Chapter III of the Estates Land Act is quite adequate to meet the case whenever a revision of the subsisting rents is called for owing to unforeseen permanent causes. The Collector figuring as a Court of Law is likely to be an impartial tribunal.

III. The legislature while making it obligatory on the landholder to maintain village officers deprives him of all control over them. The landholders' powers over his village officers are but a travesty of executive control. Although the village officer is deemed to be the servant of the zamindar, the Government through its Revenue Officers is constituted arbiter between the landholders and the village officers, whenever any disciplinary action has to be taken by the former against the latter. The *de facto* masters of the village officers are the Revenue Officials. The zamindar is helpless to deal with the delinquencies of the village official then and there but has to look up to another tribunal for getting him punished. He is consequently the victim of delays and errors of judgment on the part of the Revenue Officials. The position of the zamindar is reduced to that of a suitor pleading for justice. As to what sort of discipline such an anomaly could maintain it is needless to elaborate upon. Very often the village officers are not slow to take advantage of the helplessness of the zamindar to deal with them and neglect of duties and insubordination is rampant amongst them. The Government for their own reasons would seem to have reserved this sort of control over these village officers. But it does not seem to be realized that this system plays havoc upon the efficiency of the collection machinery provided for the zamindar. This is one of the glaring instances where the zamindar is distrusted as alluded to by this Association in the beginning of this Memorandum and it requires urgent legislative modification. Unless all the shackles which the Legislature has imposed on the zamindars in the matter of the appointment, punishment and removal of the village officers are removed, the landholders are bound to experience unspeakable difficulties in the matter of realizing their dues from their ryots though so far as their dues to the Government are concerned the zamindars are made the victims of drastic action.

(a) The powers now given to the zamindar in the matter of collection of rent are adequate. But the procedure provided for the use of those powers requires thorough overhauling.

(b) & (c) The procedure provided for the distraint and sale of the ryots' movables and for the attachment and sale of his holding is too costly and complicated. It requires drastic modification on the following lines :—

- (1) The intervention of the Revenue Official in the matter of the landholder prosecuting these remedies must be minimised as far as possible.
- (2) The expenditure involved in working out these remedies must also be minimised.
- (3) The procedure in regard to the bringing about of a sale must be simplified and quickened and more direct methods of intimating the ryot of his default and the intention of the landholder to distraint or attach and at the subsequent stages of the proceedings, should be devised, such as service by post or by direct service.



- (4) Effective measures should be provided for evicting the defaulter from his holding after the sale.
- (5) The provision for the realisation of arrears by decree of Court requires no revision, but the Court-fees payable for this remedy might be minimised.

IV. (a & b) It will be more convenient to discuss question (b) in order to arrive at a conclusion on question (a). In I Indian Appeals, 364 Their Lordships of the Privy Council have made it clear that the landholder has the superior right over the water. "The tanks are ancient and form part of what may be termed a national system of irrigation, recognized by Hindu and Muhammadan Law, by regulations of the East India Company, and by experience older than history as essential to the welfare and indeed to the existence of large portions of the population of India. The public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India, and upon the settlement of the country has in many instances devolved on zamindars. The zamindars have no power to do away with these tanks, in the maintenance of which large numbers of people are interested, but are charged under Indian Law, by reason of their tenure, with the duty of preserving and repairing them". The same view has been reiterated in 40 Madras, 886 at page 913: "There can be no real doubt that the Courts below were right in holding that the effect of the Permanent Settlement was to vest the channels, with their head sluices and branch and subsidiary channels, and the tanks, or reservoirs, in the zamindars through or within whose zamindaris the same respectively passed or were situate. As pointed out by the High Court, this would be in full accordance with the Policy enunciated in the well-known Fifth Report". In 34 Madras, 82 there is an observation at page 84:—"It may very well be that the Government when handing over large tracts of the country to zamindars at the Permanent Settlement laid upon them an obligation to preserve and repair the irrigation works handed over to them at the same time, and consequently, that there may lie on a zamindar an obligation more onerous than any that is upon the Government, and that what is discretionary in the Government had been made by the Government obligatory in the case of the zamindar". At page 86 in the same case, constructing the decision in I.A. 864 it is laid down "that the extent of the public duty which lies on the zamindar is to be ascertained on the analogy of those public duties cast upon persons or corporations by reason of tenure or by statute".

Effect is sought to be given to the implications of this position by Ch. VIII of the Estates Land Act. This Association begs leave to submit that, in the stringency of its expectations from the zamindar, and by its provision, for a judicial arbitration by the Collector, it is a complete safeguard against the neglect to the repair of irrigation works by the zamindar. But with all this it is regrettable that the zamindar is not invested with definite statutory powers for regulating in the public interests the collection, retention and the distribution of water in natural or artificial sources within their domains as in the case of Government. It is quite clear that the zamindars have stepped into the shoes of the Government as the owners of the water. And the Legislature while strictly holding them to their duties as regards maintenance of irrigation works and providing drastic safeguards against the breach of those duties has completely ignored the necessity for specific statutory provision as to the rights of the zamindar in the matter of controlling the supply of water. This Association begs to urge therefore that the Act should be so amended as to bring out the specific rights of the zamindar over the water sources in his estate along the lines indicated for Government by the Madras High-Court in its latest pronouncement on the subject, viz., in 54 Madras, page 793. The only reference to the right of the landholder in the matter of water supply at present is in section 3 (11) which speaks of water taken without the permission of the landholder, but this certainly admits of much implication.

(a) It follows from the above discussion that the zamindar being recognized as the proprietor of the water his tenant gets the water required by him only under the contract which he enters into with his landlord. A contractual right is only a right *in personam* and cannot amount to a *right in rem*. In 54 Madras, 793 their Lordships of the Madras High Court observe "It has never been very definitely laid down whether this right is of the nature of a proprietary right or a contractual right". This with reference to the right of the ryotwari holder to water-supply by Government. When such is the case in respect of a tenure under which the ryotwari holder is recognized as the proprietor of the soil, this Association is emboldened to submit that in the case of landlord and tenant, the relationship between whom can purely be one of contract only, the tenant can urge no better claim for his right to have his land supplied by water than under a contractual basis. This Association may be permitted that on this point also the statute might be improved to the clear advantage of the landlord and the tenant. It is true that



the argument is implemented by the provision bringing within the term rent "Whatever is lawfully payable on account of water supplied by the landholder." But this Association may be permitted to submit that the statute might afford to be more explicit and more detailed in such an important matter as the right under discussion.

V. (a) The advantages to all parties concerned of the Estate being surveyed and a record of rights maintained are too manifest to require any reasons being adduced in support of the same. The provision laid down in Chapter XII of the Act are quite adequate and do not require any revision except one to the effect that wherever civil court is mentioned it might be altered into special tribunal.

(b) The cost of the survey proceedings will have to be borne by the landholder and the tenant in equal moieties as both parties stand to gain by it.

VI. Anything in addition to the rent "lawfully payable" is held to be an illegal exaction under section 135 of the Act. "Rent" is stated to include also a sum "lawfully payable to a landholder by a ryot as such in addition to the rent due according to law or usage having the force of law" Vide section 3 (ii) (a). The courts have considerably differed as regards recognition or non-recognition of the so-called customary levies. It is impossible to reconcile these conflicting decisions. Each case would seem to have depended on its own merits. Contributions which could be made out to be sums lawfully payable within the meaning of section 3 (11) (a) can alone be collected by the landholder.

VII. (a) The extracts from the decisions of the Madras High Court furnished in the answer to question I clearly make out that the landholder is constituted proprietor of waste lands and jungles and forests within the zamin and that the presumption is that the zamindar owns the kudivaram as well as the melwaram therein. It follows, therefore, that the zamindar is the owner of the facilities alluded to in this question. Sums lawfully payable to a landholder by a ryot as such on account of pasturage fees and fishery rents are recognised as rent. [Vide section 3 (ii) (b).] Section 6 (2) of the Act speaks of admission to waste land under a contract for the pasturage of cattle. *Prima facie*, therefore, the landholder is the owner of all natural facilities recognised by law. It is very doubtful whether the ryots could acquire any rights over what is recognised by law to be the landholder's property, by customary enjoyment. There is no question of any easement right or customary enjoyment in this case. Wherever a customary enjoyment is set up it would seem to be only a mere euphemism for licence, and a licence cannot create or validate a right. It is therefore futile to speak of any rights in the tenants with regard to the utilization of local natural facilities. But all the same, it is true that the ryots have to depend upon these facilities. As it is equally true that these facilities have to be conserved against devastating onslaughts of the ryots, a standardisation of these rights by legislative recognition with special regard to the proprietorship of the landholder therein will conduce much to harmony between the ryots and the landholder.

(b) The discussion under question (a) sufficiently brings out that there can be no inherent right in the tenant for the utilisation of local natural facilities. The enjoyment of these facilities is essentially based upon licence.

(c) Communal lands are stated to be "threshing floors, cattle-stands, village sites, and other lands situated in any estate which are set apart for the common use of the villagers." [Vide section 3 (13) (b).] Section 20 (a) provides that the District Collector may if called on, declare that a communal land is no longer required for its original purpose and by order in writing direct that the land so declared may be used for any other specified communal purpose or if such land is not required for any communal purpose, that it may be converted into Government ryotwari land or landholders' ryoti land according as the reversionary rights in such land vest under the terms, expressed or implied, of the sanad, title deed or other grant, in the Government or in the landholder. Careful provisos are also inserted in this section to conserve the customary rights of the landholder or the ryots in the user of such land. The object of the legislature would seem to be to exclude communal lands from the category of ryoti lands and to provide for their reversion to the owner if no longer required for a communal purpose. It is clear therefore that communal lands are in the nature of lands earmarked for the ryots in recognition of their customary user of those lands for communal purposes. It is equally clear that when the communal land is no longer required for a communal purpose the reversion vests in the landholder or the Government according as it is included in, or excluded from, the grant to the zamindar. The right which the ryots possess to exercise acts of their customary user over communal lands are therefore statutory. Equally is the right of the zamindar to step into the reversion in communal lands when they are no longer required for communal purposes statutory in all cases in which such communal lands have not been specifically taken out of the grant in their favour. This Association

begs to submit that no cases of communal lands having been reserved out of the grant, have come to their knowledge and that the distinction sought to be maintained between communal lands included in the grant and those not included in the grant seems to be unnecessary. This Association would therefore recommend the deletion of this distinction from the statute.

In 1936 Madras, 919, Justice Varadachariar lucidly discusses the rights of the landholder in the land over which a public pathway or a river runs. He quotes 55 Madras, 268 (Privy Council) as reaffirming the proposition "that a public right of way over land stands on the same footing as a public right of navigation over a river and that in respect of a river as well as of a highway, the bed or soils is presumed to belong to the proprietors of adjacent land."

Ultimately he comes to the conclusion that "whether the *puntha* was in existence prior to the Permanent Settlement or came into existence after the Permanent Settlement the zamindar, as owner of the adjoining land, will also be the owner of the soil of the puntha and of trees growing upon it, subject to the right of the public to use it as a highway." It is impossible to improve upon the wording of the learned Judge as regards the rights of the landholder in the public highways. And this Association prays that this conclusion may therefore be treated as its own answer to the question in respect of the pathways.

The rights of the landholder in hill and forest porambokes have been sufficiently brought out by this Association in its answers to questions (a) and (b). It is sufficient merely to add that the landholder is the owner of these tracts and the tenants can have any rights over these tracts only as licencees.

VIII. (a) The amended provisions in the Act as regards irrigation works are adequate and even drastic as against the zamindar. These provisions should be amended on the lines indicated by this Association in its answer to question IV.

(b) & (c) It is quite unnecessary for the provincial Government to interfere after the irrigation sources have been made over to the zamindar.

IX. The yearly jamabandi is a necessary institution for the sound administration of the estate.

X. The under-tenant is a creature of special contract as between himself and the ryot. The relations between himself and the landlord are contractual. The zamindar can recognise the under-tenant only if the under-tenancy is notified to him and permitted by him in writing, registered, in which case, the zamindar may have the option of proceeding against the under-tenant for the realisation of the arrear of rent, though the ryot (pattadar) himself is not absolved.

XI. (a) & (b) No change in the existing system is called for.

XII. (a) The remedies in sections 163 and 163 (a) are inadequate. The landholder is entirely powerless to deal with the innumerable cases of unauthorised occupation in his estate and the civil court is prohibitive in its cost and in the special inconveniences it entails. This Association submits that a more summary remedy by way of eviction to be carried out on application to the Collector may be provided for the landholder. In all such cases sufficient damages must also be made recoverable from the trespasser.

(b) Special provision authorising the landholder to have his collection of these dues effected through the civil court by suit must be introduced. A charge has to be created on the lands concerned for the payment of these dues.

*Secretary and Zamindar, Idayakottai.*

#### **Memorandum by the Zamindar of Ayakudi, dated 22nd November 1937.**

1. (a) The zamindar is, in my opinion, the proprietor of the soil.

(b) The nature of the interest which the tenant has in the land in his occupation is a right of permanent occupancy—a right to hold ryoti land for the purpose of agriculture subject to the condition of paying to the landholder the rent which is lawfully due upon it. A description of such interest of the tenant or ryot is given in section 3 (15) of the Madras Estates Land Act under the definition of "ryot".

II. (a) It is not possible to define what would be a "fair and equitable rent". The same would vary according to local conditions, the nature of the soil, the facilities for cultivation and irrigation, and several other circumstances which cannot be accurately or scientifically defined. Further it would always be a matter of eternal controversy between the tax-gatherer and the tax-payer. What may be deemed by one as fair, will be deemed as unfair by the other.

In my opinion, it would be dangerous to interfere with the existing rates which have long been obtaining in the various zamindaris. Such rates have come to exist as a matter of mutual adjustment between the landholder and the ryot. The existence of such rates for a long number of years in the past is abundant proof of their being fair and equitable rent. In this connexion section 28 of the Madras Estates Land Act may also be usefully adverted to.

(b) In cases where no faisal rates obtain or where no permanent rate of rent has been already fixed what would be a " fair and equitable rent " may be fixed with reference to the following considerations :—

- (1) The rates charged on similar lands in the immediate neighbourhood.
- (2) The productivity of the soil.
- (3) The existing irrigation facilities for cultivation of the land in question.

(c) I think there need not be any statutory provision for remission of rent. The circumstances under which a tenant may be entitled to remission vary in the different zamindaris. In certain zamindaris the tenant is not as a matter of right entitled to remission in view of the fact that the rents already fixed are very low. I should therefore, think that the question of remission should be left to be decided in each zamindari according to the practice and custom hitherto obtaining. In any event, no remission should be given except in cases where the land had to be left waste for no fault of the ryot but on account of lack of water-supply in the tank.

(d) In my opinion, it would be preferable to settle the rate of rent for a particular area once for all especially in cases where the zamindaris have been settled permanently. If rules are contemplated for varying the rents payable by the ryots there must be provision also made for varying the pesh-kist payable to the Government by the zamindar. Otherwise it would work a serious hardship on the zamindar.

(e) It would be extremely inadvisable to invest the Provincial Government with any reserve power to revise, alter or reduce rent. Section 38 of the Madras Estates Land Act contains ample provision enabling the ryot to seek reduction of rent through the Revenue Divisional Officer. It would be dangerous and inequitable to authorize any interference with the existing rates or rent by mere executive action.

III. (a), (b) & (c) There can be no doubt that the existing modes of collection and the procedure to be adopted, in connexion therewith are highly unsatisfactory both from the stand-point of the landholder as well as that of the ryot. The formalities now required to be observed under the provisions of the Amended Act I of 1908 only serve to increase the burden of costs that has to be ultimately borne by the ryot. They do not help the landholder to realize the rent with ease or expedition, and without saddling the ryot with unnecessary costs of realization. Gazette notification now required under the Amended Act should be dispensed with. Most of the ryots live in villages where Gazette does not reach and no villager looks into the Gazette. It would be desirable to introduce some provision by which the ryot should be made to feel a greater responsibility in due payment of rent and thereby obviate unnecessary costly proceedings such as sales, suits, etc. I should think the landholder should be invested with larger powers in the matter of distraint of movables. The plough and the plough-cattle now exempted under the Act must also be made available for distraint.

IV. (a) The rights to water-supply must be deemed as a matter of contract between them and the landholder. There can be no question of any riparian right except in respect of wet lands abutting a natural stream or river. In my opinion, there can be no inherent right to water-supply in respect of lands under a tank (which is the property of the zamindar) or in respect of lands which do not pay a wet rate whether they lie under a tank or natural stream.

(b) The landholder has in my opinion a superior right in the water sources in the estate. Subject to such rights as may have been granted to or acquired by the occupancy rights in the neighbourhood, the landholders must be deemed to have full powers of control and disposal of all water sources in the estate.

V. (a) & (b) I do not think that any compulsory survey of all the estates is called for or is necessary. The benefit to be derived from survey are not in many cases commensurate with the arduous trouble and the heavy costs that has to be incurred. It is common experience that every survey gives rise to a crop of unnecessary litigations.

VI. No.

VII. (a) & (b) The rights of tenants with reference to pasture and collection of green manure of wood for agricultural implements are not uniform in the various estates. They are, in each case, regulated by a definite custom or a well settled practice. There is no need for any legislation in the matter.

(c) Section 20 of the Estates Land Act defines rights over communal lands. Hill or forest porambokes are not communal lands but are the property of the landholder.

VIII. (a) It is not possible to lay down any hard and fast rules or any general scheme. All steps necessary for keeping the irrigation works in reasonable repair must be adopted.

(b) There will be no harm in vesting in the Provincial Government a right to undertake the repair or the maintenance of irrigation works where the landholder wilfully fails to take necessary and proper steps.

(c) The Government should be authorized to undertake the repair or maintenance only on the applications of the parties concerned.

IX. Quite necessary.

X. The under-tenant should not be entitled any recognition unless he applies to the landholder to recognize his right and the pattadar also consents to the same. The principles underlying sections 146 and 147 of the Madras Estates Land Act are in my opinion just and necessary.

XI. The existing arrangements have not been found to be inconvenient.

XII. (a) The remedies provided for under the Estates Land Act are quite sufficient.

(b) No.

*Zamindar of Ayakudi.*

**Memorandum by Mr. R. Ranjeedoss Ayyar, Zamindar of Kannivadi, dated Dindigul, the 28th November 1937.**

I. (a) Without going into the history and the fundamentals of the zamindari land tenure, it may be stated at once that the proprietor of the soil is the zamindar and the tenant has the right of occupancy. This is the basis on which the tenancy law of the province (The Madras Estates Land Act) has been framed and is acted upon.

(b) The definition of "ryot" is given in section 3 (15) of the Madras Estates Land Act, i.e., a ryot means a person who holds for the purpose of agriculture ryoti land in an estate subject to the condition of paying to the landholder the rent which is lawfully due upon it. The definition sets forth the limitations of tenancy of a ryot. He has *kudivaram* as distinguished from the *melvaram* interest of the zamindar.

II. (a) An exact and scientific definition of "equitable rent" is not practicable. Controversy on this point is bound to exist at all times between the tax-gatherer and the tax-payer. What is deemed to be fair by one will be unfair in the view of the other. But there are rates which, in practice, have long been charged and paid by mutual adjustment between the landholder and the ryot and section 28 of the Estates Land Act expresses the presumption that this is fair and equitable.

(b) The following are among the chief considerations that should be taken into account in fixing a fair and equitable rent:—

- (1) The nature and condition of the soil;
- (2) irrigation facilities;
- (3) facilities for marketing the produce;
- (4) grazing facilities;
- (5) immunity from ravage by wild animals; and
- (6) vicissitudes of season, etc.

(c) Remissions are given on account of failure of crops by absence of supplies in irrigation sources. It is now entirely optional and is given as a matter of grace. If it is regularized, it must be on the lines laid down in Board's Standing Order No. 15, and in that case all the conditions laid down in that Board's Standing Order will have to be satisfied. Assuming that all zamins are surveyed, this will involve prompt and thorough field inspection by the karnams and over-inspection by the landholders' staff. Karnams cannot be trusted to carry out this and other duties of a like nature as pointed out in another part of the replies to this questionnaire. The ryots will have to make timely applications. There is bound to be considerable addition to scriptory work. Under the circumstances, conclusive legal evidence to justify the grant of remission in each case might not be available. Statutory provision in this respect is bound to lead to a crop of litigation. Such a course is therefore undesirable.

(d) Settling rents once for all, will lead to unwholesome rigidity. The procedure indicated as the latter alternative to this question will conduce to elasticity and reasonable adjustment of rates according to the changes in the condition of agriculture. It is therefore much more desirable.

(e) It is unnecessary and inadvisable to invest the Provincial Government with reserve powers to revise, alter or reduce rent. Section 38 of the Estates Land Act enables the ryot to apply for reduction of rent to the Revenue Divisional Officer. If any further provisions are considered necessary to meet unforeseen cases, suitable provisions may be made in the Act itself. If Government reserve such special powers, they will be needlessly bothered by representations from all sides without being able to deal with the representations in a judicial manner. Redress must only be through district officers concerned and their (Government's) inquiry could not be more prompt and just than action by Revenue Divisional Officers sitting as revenue courts.

### III. (a) Yes.

(b) According to the present Act, the powers given to the landholder for collection of rent fall under three heads—

- (1) by distraint and sale of movable property;
- (2) by attachment and sale of holding; and
- (3) by filing rent suits and taking execution proceedings.

Each of these require to be amended and simplified.

(1) *By distraint and sale of movable property.*—Although the landholder is entitled to distraint the movable property of the ryot by section 77, such a power is restricted in its application by section 77 (f). This section exempts certain articles from distraint an exemption which is not made by Act II of 1864. The exemption of plough-cattle in particular is a great impediment as it is almost the only valuable movable property, the seizure of which will make the defaulter pay at once. Leniency shown to the defaulter by this section does him great harm. Loopholes provided to put off payments land him in increasing difficult situations. He has to face suit and land sale proceedings which are annoying and expensive to him and to the landholder.

(2) *By attachment and sale of ryot's holding.*—Under this head, the procedure indicated in the old Act was very simple and less costly. The provisions introduced in the amending Act are cumbersome and unnecessary. They have also made the sale proceedings a very costly affair, which ultimately adds to the burden of the ryot without any advantage to him. The following are the new provisions introduced, which may be omitted without any serious hardship to the ryot or landholder :—

- (i) Postal notice by landholder to defaulter under section 112 with certificate of posting; most of the ryots are illiterate and the postman does not always deliver them.
- (ii) A second notice under section 116 (1) and an elaborate enquiry by the Revenue Divisional Officer about the lots to be sold, etc., very few ryots appear on this date and object to the lot, etc., for the simple reason that they have none. The enquiry is more a farce than anything else, at any rate, as far as this estate is concerned. It also gives a handle to certain recalcitrant ryots who raise some lame excuse alleging sale to a third person whom they want to be impleaded as parties in the sale proceedings, although patta stands in their names and they take no action to have the same transferred in the names of bona fide purchasers, if any. Adding other persons as parties to the sale proceedings causes further delay and swells the ultimate cost.
- (iii) A second postal notice of proclamation and order of sale is prescribed in section 117 (1). The same section also specifies that both should be published in the District Gazette. It is submitted that this insistence of publication in the gazette is the bane of the whole of the sale proceedings. The publication is insisted upon not once, but three times, viz., under sections 117 (1), 123 (3) and 124 (3). The ryot lives in his village where there is no District Gazette and what benefit publication in a remote corner of the District Gazette will confer on him or how it will save his lands being sold, is not understood. The only effect it has is to swell the costs of sale and add to the burden of the ryot. The Government collect at the rate of Rs. 11-11-6 per holding for all the three notifications in advance from the landholder. Representations to collect for each publication of the holding then and there have proved futile. The figure Rs. 11-11-6 is said to be the cost incurred by Government Press for printing all the three notifications, if only a single holding is brought to sale. But it usually happens in this and other estates that not one holding but a number of holdings are brought to sale for each village, and when a number of villages are published in one

issue of the District Gazette a common heading could be adopted and all the holdings published underneath, thus reducing considerably the total cost of publication. At the rate of 1 anna 3 pies per line of double column, the average for each holding is not likely to be more than Rs. 4. It was represented that the actual expenses alone may be collected from the landholder who was ready to furnish ample security to discharge demands of printing charges. But the Board of Revenue has declined to take the above suggestion and insists upon collecting Rs. 11-11-6 per holding.

If after taking all the above steps, a holding is brought to sale, it invariably happens that there are no bidders as there is great combination among the ryots to defeat the purpose of sale. The landholder, to save this, is forced to purchase the land for a nominal price. Even after he purchases the land and obtains a certificate of sale, he is really not in possession as no effective possession of the land with all its appurtenances is given in practice by the Revenue Department when giving delivery of possession. Moreover, as the lands purchased are comprised in different holdings, they are situated far from one another and even if they really come into the landholder's hands, there is considerable difficulty for him to find lessees or himself cultivate such stray plots. Many of the ryots who are aware of this handicap of the landholder, rejoice over it and say that they will pay only when they find it convenient and the landholder must needs wait till then.

As pointed out in another paragraph below, village officers do not care for these zamin bought-in lands and no steps are taken by them to evict trespassers. Hence, it is very desirable and necessary to introduce a clause in the Act, that such persons who squat on the land after the lands are sold and delivered, without the permission of the landholder, should be deemed to commit an offence punishable under the Indian Penal Code. In any event, the power to evict them summarily under the Madras Land Encroachment Act without resort to civil court, should be provided for.

In all proceedings under the Act, the question of reducing court-fees is well worth consideration. The actual expenditure on account of suits and land sales comes only to a small fraction of the money collected in the shape of court-fees. Whether it would be just to claim the balance on account of the work devolving on the Revenue Divisional Officer, is not quite so clear. In any case, these costs considerably add to the burden of the ryot and a reduction will be a great relief to him.

Sales under section 112 of the Act are now challenged in civil courts. It is now assumed that civil courts have jurisdiction to question the validity of sales under section 112 in cases where personal service of notice is not proved. (Vide 69 M.L.J., 850.) Provision is made in the Act itself for setting aside sales in *execution of a rent decree* for fraud or irregularity in the conduct of the sale. Section 192 of the Act does not render inapplicable the provisions of Order XXI, rule 90, of the Civil Procedure Code, which apply to cases of *execution sales*. (See the corresponding provisions of the Bengal Tenancy Act, sections 143, 148 and 170). But sales under section 112 are not *execution sales*. Therefore such sales cannot be set aside under Order XXI, rule 90, read with section 192 of the Estates Land Act. So, a provision should be introduced in the Act itself whereby sales under section 112 could be set aside by a proceeding in the revenue court itself, for irregularity or fraud. It is also necessary to make a provision barring civil courts jurisdiction on the matter.

Further, in serving notice of sale upon the defaulter, instead of entrusting the process to the revenue court process-servers, the services of the village staff can be indented upon. For this purpose, the proprietor must be vested with powers of control over the village staff. The Proprietary Estates Village Service Act should be suitably amended.

What happens at present in practice is, a number of special process-servers of no qualification are temporarily appointed by the Revenue Divisional Officer for the purpose of serving the land sale notices. As they are not acquainted with any of the villages or the ryots, and are not responsible for the consequences of their actions, service of the notices is not done properly. But according to the latest decisions in civil courts, the proprietor who has absolutely no knowledge of such service is considered responsible and even though all the formalities prescribed under the Act are strictly observed, the civil courts give latitude to any one (not necessarily the pattadar concerned) to question the validity of the rent sale, on the plea that personal service of the notices has not been effected. This causes considerable heartburning and loss not only to the landholder but also to such of the ryots who may have an interest in the property and purchase the same at rent sales. There are three such cases now pending before the High Court in which this estate is concerned. It is, therefore, absolutely necessary to insert a provision in

the Act prohibiting civil courts from entertaining any suits in which personal service of notice is disputed or in any other manner questioning the validity of rent sales once it is conducted in the revenue courts.

III. (c) The difficulties in working out the provisions of the Madras Estates Land Act in regard to distraints and land sales have been pointed out in answer to question III (b). Suggestions regarding change in the enactment and in statutory and departmental rules can be made, but the real problem is how to avoid coercive processes provided by the Act. Land revenue collections in ayan tracts afford an object lesson about the success with which collections could be made by the village agents. The elaborate provisions of Act II of 1864 or the instructions in the Board's Standing Orders are very seldom invoked, and still the collections come to cent per cent of the demand in Government areas. The truth is that the collecting agency—the village headman and his assistant the karnam with the village menials—makes it its sacred duty to see that no pie of arrear is left, month after month and practically very little is left over when the fasli expires. The rigour of collection is so great that the village headman is given little opportunity to give excuses and is severely punished for slackness. Suspensions or dismissals for bad collection work are very common. Indeed, it is not uncommon that in some cases the headmen pay the arrears from their own pockets and reimburse the amount by collecting subsequently the arrears from the ryots. Such a rigour is absent in zamin areas and headmen are inclined to think that the duty of collecting rent is not their statutory function and that they do it more or less as an act of obligation to the zamin and that slackness of collections is a matter of no consequence to them. Power of punishment is in the hands of the Revenue Divisional Officer and it takes inordinately long time to get the offender punished. An article contributed by a correspondent in the "Hindu" of 1st October 1937 under the heading "Village Officers in Zamin areas" is well worth perusal in this connexion and a cutting of the article is enclosed. It will be seen therefrom that unless legislation is effected to place the power of punishment of village officers in the hands of the proprietor, collection work is bound to be in the same chaotic condition as it is at present. For, it will be seen that this unhappy state of things is not a feature of one zamindari, but of all zamindars as a whole, and all of them are afflicted by the same evil, viz., the absence of control over village officers. If suitable punishments are awarded in deserving cases, the results are bound to be salutary and it is certain that perceptible improvement can be looked for. Tinkering with the law and the rules could not by themselves serve as remedies.

Jamabandi officers of Government villages take particular care to scrutinize the state of collections in each village as it comes up for settlement and take notice of the headman whose work is found to be unsatisfactory. But when the same officers do the settlement of zamin villages, no such scrutiny is made regarding zamin collections because it is none of Government's concern. All the same, it is a matter which gravely affects village economy and by interesting themselves in this matter, jamabandi officers will only be promoting public good. So also in regard to maintenance of accounts by karnams and timely inspection of the fields and the writing up of adangals, inspection of water-rate cases, etc., no notice is taken by the officers of the Revenue Department though they are responsible for the correctness of the agricultural statistics furnished to them by the zamin karnams and which they submit to the Collector and the Board of Revenue. Negligence on the part of the karnam, materially affects and delays zamin jamabandi. Instructions contained in the Board's Standing Order, the Village Officers' Manual and elaborate printed circulars issued by the zamin officials remain a dead letter. No wonder that patta transfer work is left to accumulate heavily resulting in all sorts of complication in rent collection.

Survey maintenance work is yet unknown to zamin karnams. Subdivisions of holdings and detection of encroachments are in heavy arrears. Village administration could not be improved if village officers are not under the complete control of proprietors.

IV. (a) Although law recognizes such a thing a riparian ownership, it is better to consider the question of water-supply as a contract between the landholder and every individual ryot that takes water. In the case of wet lands, the landholder is bound to supply that quantity of water which is necessary for the raising of one crop. In the case of dry lands, if the ryot takes water either by virtue of the situation of the land to an irrigation source or by its lying in the midst of other irrigated lands, it is better to consider it as a case of contract entered into by the ryot with the landholder that for water taken for such dry lands he is liable to pay the lawful water charges.

(b) The landholder has certainly a superior right in the water sources in the estate. Although he is bound to give water to all mamul wet lands, which have an inherent right thereto and dry lands to which he undertakes to supply by contract, he can utilize any excess water remaining in any manner he likes. He can construct new dams across rivers or build reservoirs or in any other manner tap the natural resources of hills and



streams and conserve these to the best advantage he deems fit. To carry out improvements of a far-reaching character like these, the landholder is the best agency and it is therefore necessary to recognize his supreme right in this matter. Again disputes arise very frequently between ryots on various matters like immersion of foreshore lands when the tank is at full level, or distribution of water in seasons of low supply. These disputes cannot always be settled by the ryots among themselves and it is therefore necessary to recognize the landholder's superior right in the water course. There are no legal provisions to define the rights of the proprietor to check irregular irrigation. When there is scramble for water, it is not possible to enforce economic distribution. In the interests of the ryots themselves, such provisions as those contained in the Madras Water Cess Act must be made applicable to zamindaris.

V. (a) It is necessary that all estates should be surveyed, because survey is the basis for a rational revenue administration. But it is not necessary to maintain a record of rights for each estate compulsorily, because preparation of record of rights is apt to raise controversy on many points. However, such of the estates as desire them may avail themselves of this course.

(b) It is but just that the landholder and the ryot are made to share the cost of survey. The Survey and Boundaries Act provides for the apportionment of cost being made by the Collector and he may continue to be the deciding authority. What is as important as survey is the maintenance of a survey once made. If Government rules for survey maintenance are not adopted in surveyed estates, money spent on survey will be a waste. Government should afford all facilities for the work being done by proprietors without undue financial burden.

VI. Except the collection of premium for letting the ryot in possession of waste land and the collection of subdivision charges, there is no reason why the landholder should demand any levies from ryots in addition to rent.

VII. (a) & (b) It is not clear what exactly is meant by local natural facilities contemplated in this question. If they refer to rights in forests, the custom in this zamindari is to lease the right of collecting minor forest produce in the zamin forests to a contractor who levies a small fee on every headload of green manure or fuel. Time and again, the right to take fuel and green manure free of cost is put forward, but it has not been possible to work it out in practice. There are villages which lie adjacent to the forest area and many more lying away from it. The question is whether proximity to the forest will give a superior claim over those ryots whose villages are more remote. There are again opportunities for people who live in the zamin villages to sell zamin forest produce to ryots in the ayan villages which are adjacent to theirs. There are again people from ayan villages who resort to zamin forests for fuel and manure leaves. If all these demands on the forests are left unchecked, there will not be much left for the ryots to utilize for agricultural and domestic purposes. Indeed, reckless fellings in the past, have impoverished zamin forests to such a degree that the hill slopes are barren and their resources are exceedingly poor. In the interests of the ryots themselves, it is necessary to conserve the growth not only against reckless fellings but also against punakad cultivation which involves complete burning of vegetation in large blocks of forest area. The ryots and those who plead for them forget that the conservation of hill slopes is beneficial to them and that the truth of "No forests—No fields" is completely lost sight of. It is therefore with the object of benefiting the ryots and not from the point of view of the zamindar's revenue, that application has been made to the Collector for extending the provisions of the Madras Forest Act to the zamin forests. As regards grazing, no fee is charged and even goats are not banned. For fear it might be considered as a hardship, it is not proposed to place any restriction on free grazing when the provisions of the Forest Act are applied. But the question remains whether it would not be well to so regulate grazing rights as to conserve fodder growth and whether such regulation and prevention of the evils of overgrazing will not be in the best interests of the ryots themselves.

(c) Communal lands should be reserved for the purposes for which they have been set apart. When they cease to be used for such purpose, they revert to the landholder. Section 20-A provides for the procedure to be adopted in such cases. The question whether the reversionary right is with the proprietor or the Government arises in each case. The settlement of this question causes an amount of correspondence and delay not commensurate with the amount of revenue involved. I invite attention to a copy of my letter to the Revenue Divisional Officer, Dindigul, on this subject. It is worthwhile considering whether all these small bits of lands which cease to be used for communal purposes may not be deemed to ryoti lands. Otherwise, the maintenance of records relating to these scattered bits in a zamin area is not worth undertaking by the Government. The inspection, accounting and revenue collection of these lands will add to the difficulties which now arise on account of dual administration in zamin villages.



As regards hill and forest poramboke, unlike communal lands, the zamindar is at liberty to conserve them in the best manner he thinks fit. In suitable cases, he may also assign them on patta.

VIII. (a) The principle is that ordinarily the proprietors should keep in order irrigation sources from which wet revenue is derived.

(b) Provision of sections 138 and 139 seems to be sufficient in the matter. No change is necessary.

(c) Action by officers *suo moto* is not desirable, as they will not have the opportunity to ascertain all the facts necessary for a just decision which an enquiry on application will provide.

IX. Quite necessary, provided the landholders are given effective control over the village officers.

X. The under-tenants need not be recognized by the landholder. He has no legal status.

XI. (a) and (b) Appeals and revision arise very seldom. The existing arrangements have not been found to be inconvenient and they may continue.

XII. (a) The proprietor's officials come across encroachments in the course of their inspection. They have to content themselves with ordering the karnam to prepare B memos. They could not ascertain whether B memos are actually sent and whether the Tahsildar took action thereon. Indeed, there are heaps of cases which nobody takes notice of, though according to the present theory, the Government is the trustee of communal lands in proprietary areas. The powers vested in the officers of the Revenue Department in regard to eviction, may therefore be given to proprietors. This power must be extended to unauthorized occupation of all lands in estates including those bought in by proprietors at rent sales.

(b) Jodi, poruppu, etc., must be brought under the definition of rent.

III. (c) Now that a commission has been appointed to go into the question of the juridical relationship between zamindars and ryots, a few remarks on the position of the village officers vis-à-vis the zamindars will be in point. As against charges of exorbitant rent or illegal exactions against zamindars, the latter bring counter-charges against ryots of deliberate non-payment of rent for a number of years necessitating litigations on payment of heavy court-fees. The troubles of the zamindar are redoubled after getting decrees for rent for the reason that execution is a tortuous and laborious affair. Now the question arises—why should collection of rent be so difficult in zamin areas, while it is just the reverse in the case of Government lands. The answer is simple. Village munsif in Government ryotwari tracts is efficient and is a true servant of his master, the Tahsildar, whereas in zamin areas, the village munsif is in theory a servant of two masters one of whom is the Government Tahsildar and the other is the zamindar. But in practice he does not care a two penny half penny for the latter, whose peremptory orders and threatened penalties cannot harm him. The karnam has got more duties to perform for the zamindar than for the Tahsildar of the taluk. In the event of the village munsif and karnam not performing their duties, the zamindar is reduced to the helpless position of having to appeal to the Tahsildar and the Revenue Divisional Officer for redress against the offending village officers. The result is that the zamindar and the village officers appear as complainant and accused—a proceeding encouraging mutual recriminations by the one against the other. In many cases, owing to want of appreciation of the difficulties of zamin administration on the part of the revenue authorities, the village officers escape on the plea that properties have not been given to them by the zamin staff and if collections fall into arrears or the revenue work of the karnam is inadequate, the order is that it is open to the zamindar to make his own arrangements for the purpose. Consequently the zamindar is reduced to the necessity of appointing his own vasuldars, surveyors, revenue inspectors, etc., who do the work normally carried on by the village officers in Government villages. In the meanwhile what is the work of the village officers in zamin tracts? In very many cases they do nothing but foment quarrels and create troubles between ryot and proprietor. They can safely depend on the underlings of the taluk office for protection against any action on the proprietor's part. No doubt some zamindars are vested on application, by the Board of Revenue, with powers to inflict a fine up to Rs. 3 on village officers. But this power is subject to the restriction that the action should be approved by the Revenue Divisional Officer.

All this trouble arises from the dual jurisdiction conferred on the proprietor and the Government revenue authorities over the village officers. The punishing authority is different from the authority to whom services are to be rendered. Such a system is bound to cause friction. The result may be avoided by the revenue authorities developing a consciousness that the proprietor is trying to do in his area what the revenue

officer is doing in his own. As a matter of fact it takes months and years to enquire into a complaint. Then finally comes an order wherein the proprietor is informed that all was not well with the proprietor's own staff and that the offending karnam or village munsif is severely warned. No wonder that the offending village officer twits his fingers at the zamindar.

The better remedy would be to legislate in view to placing the village officers completely under the proprietor's control.  
22nd September 1937.

"TRUTH."

**Memorandum by the Diwan, Kannivadi Zamindari, dated 18th June 1937.**

VII. (c) The only document in our possession relevant to the above question is the Sanad-i-Milkiyat Istimrar granted by the Government to the Commercial Bank of India, Limited, from whose successors-in-title, the present zamindar purchased the zamindari. This sanad which is dated 20th September 1905 is of the usual type printed at pages 267 to 269 of the first volume of the Board's Standing Orders 1931 edition. The earlier sanads must have been the same. Under clause (ii) of the sanad certain items were left out of account in fixing the permanent assessment or peshkash. Among them are lakhiraj lands, i.e., lands exempt from payment of public revenue. Obviously, these lands included lands used for communal purposes. Under this category come (a) beds and bunds of tanks and of supply drainage, surplus or irrigation channels; (b) threshing floors, cattle-stands, village sites and other lands situated in any estate which are set apart for the common use of the villagers.

2. First in regard to the tank-beds, I invite your attention to the commentary at page 158 of Mr. V. Ramadas's commentary of the Madras Estates Land Act, 1908, in which the observations of the Board of Revenue in Revision Petition No. 1 of 1911 have been quoted. Till 1934 when important amendments were made in Act I of 1908, tank-beds were at the sole disposal of the zamindar. It will be seen therefrom that the reversionary right in respect of tank-beds, etc., continues to be with the zamindar. The same principle applies to bunds and beds of channels of whatever description. This has also been the practice in the zamindari as there are numerous instances of the zamindar having assigned tank-bed lands. It is not uncommon in the zamindari for streams to frequently change their courses. Old beds are silted up and left unused; while adjoining holdings are scoured and become beds of streams. It is only in cases of this kind, that applications for changes contemplated under section 20-A are likely to be made for. In these cases the obvious course will therefore be to treat the lands proposed to be converted to ryoti as lands in respect of which the zamindar is entitled to collect rent.

3. Next as regards village sites, threshing floor, cattle-stand, etc., it cannot now be said which particular bits of lands were included under this head at the time when the sanad was issued, i.e., 32 years ago as no schedule of lands so excluded was appended to it. Villages have been expanding and it is not improbable that on ryoti lands contiguous with village nattam new houses had been built and these extensions were treated as village sites at the time of the survey of the zamindari which was carried out in the years 1922 to 1928. The mere fact that according to the survey records certain survey fields were classed as communal poramboke cannot be a conclusive evidence of the fact that any bit of land which is not now used for that purpose and which is assignable on patta was included under the term lakhiraj lands.

4. In regard to the paths again, it cannot be always stated that the paths now in existence were exactly the same as those existed 32 years ago. Several topographical changes are taking place; new roads are opened; old roads are abandoned. There is no clear evidence to establish which lands have been classed as paths or really lakhiraj. In regard to cattle-stands, the same difficulty arises for in one clear case where I thought that the land was actually cattle-stand having regard to the long user of the land by the villagers, the land was by mistake classed as waste in the zamin accounts and the Collector, has, in his L. Dis. No. 10299/36, dated 4th December 1936, refused to apply the provisions of the Land Encroachment Act. Please see correspondence ending with my Reference No. 199/36, dated 6th May 1936, and your N. Dis. No. 4851/37, dated 17th May 1937.

5. As regards burial ground, I have come across a number of cases where old places are abandoned, new places taken up, these places again abandoned and fresh places again sought. The difficulty in this case is to trace up the records.

6. But cases in which recommendations are made for conversion from communal to ryoti land will be comparatively rare. In those cases, the special circumstances in each case, will be placed before the Collector and it will be for him to decide the question.

of reversionary right considering such evidence as might be available, or more commonly the probabilities of the case. Thus I am unable to indicate any general line of action or ready formula.

7. On the question of presumption, 35 I.C., 121, it was held therein that the burden of proving exclusion from the assets at the time of permanent settlement lay on the person asserting it, in these cases—Government. Again in 20 M.L.J., 728 it was held that the burden of proving that any land was lakhiraj at the time of permanent settlement was on the Government.

8. Finally, I wish to take this opportunity to place before you the logical sequence of the recent order issued by the Board of Revenue requiring karnams to enter in the village A register all lands classed as porambokes. These proceedings have not been communicated to proprietors perhaps for the reason that the primary concern in regard to porambokes vests in the Government as trustees. Obviously, the object of this order is to maintain communal rights unimpaired and to take prompt action under the Land Encroachment Act in deserving cases. Vigilance in the inspection of poramboke lands and prompt submission of B memos. are therefore contemplated. Failure or laxity on the part of the karnams in carrying out this duty will have to be noticed by the inspecting staff of the Revenue Department and the defaulting karnams will have to be punished. Otherwise unauthorized occupation of lands in which Government may happen to possess the reversionary right will, among other things, result in loss of Government revenue. I do not know whether any departmental instructions have been issued to attain this object.

9. I see no provision of law in the Madras Estates Land Act making the proprietor responsible for encroachment on communal lands. But I have been issuing circular after circular which the karnams do not care to carry out. Cases of encroachment in each village are enormous in number. Zamin villages lie outside the scope of the Government Revenue Inspector for purposes of intensive field inspection. It is not therefore a matter for surprise that between the zamin and Government matters regarding encroachments have been as bad as they are found to be. I request you to be so good as to go into the aspect of the matter and issue orders for a regular inspection of porambokes by karnams and over inspection by Government Revenue Inspectors.

O. N. RAMASWAMI AYYAR.  
*Diwan.*

**Memorandum by Inamdars and Landholders' Branch Association, Tirumugur village, Madura taluk, Madura district.**

- I. (a) The zamindar or the inamdar.
- (b) The tenants have the right known as the kudivaram.
- II. (a) One-sixth of the produce or its equivalent in cash as determined with reference to the average current prices.
- (b) That share of the income derived by the tenants at present which is allotted as melvaram must be taken as the basis for fixing the rent.
- (c) There should be statutory provision for the remission of rent when there is a failure of crops in wet lands in the rain-fed areas.
- (d) It is advisable to settle the rent as suggested in paragraph II. (a) instead of leaving it to the court to settle it.
- (e) Settlement is necessary.
- III. (a) The powers require revision.
- (b) The right to collect rent by distraining cattle, produce and movable properties under sections 77, 78, 79 and 80 of the Madras Estates Land Act without the help of the Government should be conferred. The costs which, under section 112 of the Act, the tenants have to bear in connexion with the distraint of immovable property should be reduced.
- (c) The suggestion made in the preceding paragraph should be adopted.
- IV. (a) The responsibility of supplying water rests with the Government and that of affording the necessary facilities therefor rests with the zamindars and inamdars. The tenants have the right to take water for irrigation.
- (b) The landholders have the right in respect of water sources.
- V. (a) A record of rights should be prepared in respect of those villages which do not have it at present.
- (b) According to law.

- VI. It depends upon the practice in the villages concerned.
- VII. (a) The tenants have the customary rights under section 20 of the Madras Estates Land Act.  
 (b) It depends upon the practice in the villages.  
 (c) Public paths and hill and forest porambokes belong only to the landholders.
- VIII. (a) Irrigation works should be only under the control of the Revenue authorities.  
 (b) Repairs to irrigation works belonging to the landholders should be done at their cost and the Provincial Government should have the power to make them undertake such repairs.  
 (c) Such powers should be exercised on application by parties.
- IX. Jamabandi is necessary.
- X. It is enough if the tenants have the right of obtaining pattas and executing muchilikas.
- XI. (a) A special tribunal is necessary.  
 (b) In special courts.
- XII. (a) There should be provision for trying and evicting unauthorized occupants.  
 (b) The existing procedure may continue. But there must be statutory provision for the collection of jodi, poruppu and kattubadi in six instalments.

**Memorandum by the Zamindar, Idayakottai, Madura district, dated  
12th November 1937.**

I. (a) The zamindar is the proprietor of the soil of all lands inclusive of sub-soil minerals, etc., within the zamindari (pannai, ryoti, assessed waste, amanam, hills, forests and porambokes, etc.). The tenant, to whichever class of tenants he may belong, has no right to the soil, and is therefore not the proprietor of the soil. (Vide sections 5 (1), 7, 10 (2), 11, 149 and 151 of the Madras Estates Land Act, the Permanent Sanad and the Madras Permanent Settlement Regulation XXV of 1802, Madras Acts II of 1894, II of 1904, III of 1905 and XIV of 1920.

(2) The zamindar can eject even an occupancy tenant for impairing the land.

(3) If an occupancy tenant dies intestate leaving no heirs except the crown, his occupancy right ceases and the land reverts to the zamindar who can admit whomsoever he pleases.

(4) The zamindar has absolute powers of assigning waste and amanam lands at his pleasure.

(5) The zamindar's proprietary right has been recognized by ancient Native Kings, and subsequently by the British Government. Vide (a) the Marungapuri case 1 Indian Appeals 282, recognizing the proprietary rights of the zamindar, (b) 61 M.L.J. 532 and 61 M.L.J. 632, regarding the rights of the zamindar to minerals.

(b) The permanent occupancy tenant of ryoti lands can cultivate the same, subject to the condition of payment of rent (melvaram) to the proprietor. He should not materially impair the value of the land and render it unfit for agricultural purposes and if he does so he can be ejected, as the zamindar has got proprietary right to the said land. (Section 151).

II. (a), (b) & (d) In the first place, the conditions of tenure, rent, etc., differ from one district to another and from one estate to another in one and the same district. In certain places, the rent is in kind and in certain other places it is in cash. In certain estates, soilwar taram and cash rents are fixed on the basis of fertility of the soil, the number and nature of various crops raised, the classification of land, and its yield, with special rates for commercial crops such as, betels, sugarcane, turmeric, chillies, onions, cotton, tobacco, ground-nut, gingelly, grams, etc., at the time of the permanent settlement in the year 1802 and on this basis the peshkash has been fixed for the estate. In certain estates, kind rent has been commuted to cash rent under the Act and in certain places an enhancement of two annas in the rupee as provided under section 30, has been availed of. In certain estates, cash rent fixed at the time of the permanent settlement as stated above, has been continuing without any interruption either by the landholder or by the ryot. Hence, to adopt a common rate of rent for all the estates will be inconsistent with the terms of permanent sanad and it may be injurious to the ryots themselves in general. If there have been no disputes about the rate of prevailing rent in any of the estates no interference on the part of the Government is necessary, and the existing rate of rent shall be treated as fair and equitable. It would be better to leave the matter to the courts concerned to determine what is a fair and equitable rent, wherever and whenever any disputes arises on the matter. The provisions now contained in the Madras Estates Land Act as to what is a fair and equitable rent are sufficient.

(c) It is suggested that there should be no statutory provision regarding remission of rent since there is no such provision in regard to peshkash.

(e) It is considered not desirable.

III. (a) & (b) Yes. It is necessary that the proprietors should be entrusted with adequate powers to facilitate collection of rent, lest they should be put to much trouble in payment of peshkash in time. Though the rules framed under section 32 of Act II of 1894 enjoin that the rent due to the proprietor should be collected and remitted by the headmen, they never do it properly and so power of suspending village officers and servants for slackness or neglect of duty and other remissness may be conferred on the proprietors.

(c) I have noted below the actual difficulties experienced and the measures to be adopted for remedying them.

(i) *Section 77—Suits to recover arrear of rent.*—The existing practice in trying rent suits by the Sub-Collector may continue. Some suitable measures may be taken to dispose of suits, etc., as expeditiously as possible. Reduction of court-fee is necessary, as the present rate is high. Rs. 6-4-0 per hundred, will be a moderate fee.

(ii) *Distraint of sale of movable property.*—(a) The cost of court-fee stamps comes to Rs. 3-4-0 for recovery of an arrear of even an anna in respect of a holding, which is prohibitive and a heavy burden on the defaulting ryot as well as on the landholder, since the latter has to deposit the cost first.

*Particulars of costs.*

	RS.	A.	P.
(a) Notice for service on a single ryot in a holding ...	0	8	0
(b) Application for sale ... ..	0	12	0
(c) Proclamation of sale ... ..	1	0	0
(d) Fee for sale ... ..	1	0	0
<b>Total ...</b>	<b>3</b>	<b>4</b>	<b>0</b>

(b) Though the sale officer is the Tahsildar, he invariably delegates his powers to the firka Revenue Inspector, who generally takes some months' time to conduct the sale of movables distrained and such delay causes great inconvenience and loss to the ryot by way of feeding charges of distrained cattle. Section 98 empowers the distrainer to sell the crops, etc., if they are perishable and to deposit the sale-proceeds with the selling officer and if this procedure is extended to all cases of movables distrained, it will not only be simpler but also save the ryots from undue expense, delay, and the fee for sale (Re. 1) will become unnecessary.

(iii) *Sale of ryot's holding.*—The Amendment Act VIII of 1934 has rendered the procedure under this head more cumbersome and costly resulting in a heavier burden on the defaulting ryot and a penalty on the landholder who resorts to a sale of the holding for the recovery of an arrear of rent. For instance, a landholder has to deposit first a sum of Rs. 15-7-0 in the shape of court-fees, etc., even for collecting an arrear of rent, say, one anna in respect of a holding.

*Particulars of costs.*

	RS.	A.	P.
(a) Service of notice on a single ryot in a holding (section 112) ... ..	0	8	0
(b) Application for sale ... ..	0	12	0
(c) Notice under section 116 ... ..	0	8	0
(d) Proclamation of sale ... ..	1	0	0
(e) Fee for sale ... ..	1	0	0
(f) Publication charges ... ..	11	8	0
(g) Postage ... ..	0	3	0
<b>Total ...</b>	<b>15</b>	<b>7</b>	<b>0</b>

(a) Mode of service of notices under section 112 is also ineffective. A simpler and more effective method of service of notices is very necessary. It is an admitted fact that the headman of the village is not in any way inferior in status and responsibilities to that of a process-server, and it is therefore suggested that, after getting a list showing the correct address of the defaulters from the headman, notice by *registered post* (acknowledgment due) may be sent to the defaulters by the landholder, forwarding two more copies of the notices to the headman for being affixed on a conspicuous place in the village and

-on the house of the ryot concerned as the onus of proof in regard to irregularities of service of notices is cast upon the zamindar in civil courts.

(b) Further, there has been abnormal delay on the part of the selling officer in conducting sales and in making delivery of possession of the lands purchased in auction. Some remedy is necessary to avoid such delays. Another difficulty is that the possession taken through the Revenue department is considered by a civil court as inconclusive and so, it is necessary to make some suitable provision in the Act to treat such delivery of possession as conclusive and effective.

(c) Practically service of notices through the Sub-Collector under section 116 and publication of notices under sections 117, 123 and 124 in the District Gazette involve heavy expenditure, though no useful purpose is thereby served. Instead, the sale officer may be asked to send a notice of sale by registered post (acknowledgment due) to the defaulting ryot, as proclamation of sale is intended for publication only and not for service. By adopting this procedure there will be a saving of Rs. 12 in costs. Further, 45 days' time limit allowed for depositing rent under section 131, is long and so thirty days' time limit may be fixed as before.

IV. (a) & (b) (1) The zamindar as proprietor of the zamindari has got sole right from time immemorial over the water sources and courses, waters natural, artificial, perennial and occasional, within the ambit of his zamindari and the ryots are permitted, if required, to use such water for irrigating their dry lands on condition of payment of the usual ordinary water-rate and this right has been duly recognized by various decisions of the High Court and Privy Council (vide the Privy Council ruling in the Urlam Case, 40 Mad., 886).

(2) The soilwar taram and rent on the dry ryot lands are fixed on the number and nature of crops raised, the yield and fertility of the soil in fasli 1212 and so, dry lands have no right to water-supply as appurtenant to them; but in case of garden and wet lands, water-supply is taken into consideration in fixing the taram and rent along with other facts as stated above, according as the lands are single or second crop registered wet.

V. (a) (i) Survey and preparation of a record of rights in estates are necessary, but it is suggested that it should not be made compulsory as the cost of survey is prohibitive and it would not be possible for many zamindars and ryots to bear its cost owing to want of funds and it may therefore be taken up, as at present, on receipt of applications under section 164.

(ii) Survey, etc., may be made compulsory, if the cost of survey is fixed at not exceeding 6 annas per acre for all ryoti and cultivable lands and at three annas per acre for all unoccupied lands such as zamin wastes, forests, etc., the cost of the latter to be borne exclusively by the landholder, and the share of cost due from the landholder is allowed to be paid in instalments extending from 15 to 20 years.

(b) It would be fair, if the landholder and the ryot be made to bear the cost of survey of ryoti land in equal shares (excluding the demarcation stones which will be supplied by the ryots concerned) and the amount of share due from the ryots may be recovered by the Government direct as they do in quit-rent collections.

VI. So far as this zamin is concerned, no fee customary or otherwise is demanded or levied from the ryots in addition to the legal rent specified in the patta.

VII. (a) & (b) The ryots are permitted to graze their cattle on waste amanam and poramboke lands and also to take green manure and dry wood required for domestic and agricultural purposes from the above lands on free pass. According to long established usage prevailing in this zamin, the ryots have not got any inherent right to do so.

(c) (1) The ryots use public paths and communal porambokes for the purpose for which they are set apart and if they use it otherwise they will be ejected.

(2) As regards the hills and forests, the zamindar is the absolute owner thereof from time immemorial and large sums of money have been invested on them from generation to generation in plantation of trees, etc., and in maintaining a permanent forest establishment for conservancy and to prevent stealthy removal of trees, etc.

(3) The ryots are permitted to graze their cattle, excepting goats, on unreserved hills and forests on payment of a nominal fee.

VIII. (a) The Amendment Act VIII of 1934, Chapter VIII, and rules framed thereunder elaborately enunciate the principles to be followed regarding the irrigation works. The rules are very stringent and some more time may be allowed to see how they work.

(b) & (c) It seems too early to adopt such a course.

IX. (i) Yearly jamabandi is very essential for the sound administration of the estate. During jamabandi all the village accounts are checked to see whether all orders relating to assignments of lands and house-sites, patta transfers, powthi, relinquishment, etc., issued during the fasli are duly carried out and the total beriz is correctly entered for furnishing rental statements to the Collector under section 80 of the Madras Local Boards Act.

(ii) It is necessary to make clear provisions by amendment of section 52 that exchange of valid patta and muchilka made in a particular fasli shall continue to be in force for all proceedings under Chapter VI of the Madras Estates Land Act so long as there are no changes of any kind. This will save a good deal of trouble and labour in writing up all pattas and muchilikas every year during jamabandi, since it really serves no purpose.

(iii) To get the above works done, the services of the karnam are indispensable. On him proprietors have no direct control and they are really at his mercy and so it is necessary that proprietors should be empowered to suspend the village officers and servants at least for a period not exceeding three months subject to right of appeal to the Collector. If the Government really want that proprietors should get on with the administration of their estates satisfactorily in order to fulfil their solemn engagements, there should not be any hesitation in granting the above modest request.

X. (a) Any person who notifies himself to the landholder that he is the cultivator of a ryot's land can be recognized as such. Section 79 (2).

(b) Any person who cultivates on lease the private land of a landholder, may be styled as lessee.

(c) Under-tenants should have no legal status whatsoever.

XI. (a) It is suggested that the High Court should be the final and appellate authority in all proceedings arising between landholders and ryots and there is no need for the constitution of a special tribunal for the purpose.

(b) All proceedings between landholders and ryots (schedule, Part A and B) may be tried in revenue and civil courts as at present.

XII. (a) It is suggested that unauthorized occupiers of lands in zamin must be ejected through the Sub-Collector on an application made to him by the landholder. The trespasser shall be liable to pay as damages three times the annual rent payable on the land or on the adjoining land of similar extent and quality in addition to the value of trees cut and appropriated by him, if any, from the said land. Necessary provisions should be made in the Act since it is essential to put a stop to such unauthorized occupations which are rife and which many persons carry on with impunity.

(b) There is no such item in this zamin.

**Memorandum by Mr. T. V. K. Kamaraja Pandya Nayakar, Bodinayakanur, Periyakulam taluk, Madura district, dated 28th November 1937.**

I. (a) Without going into the history and the fundamental basis of the zamindari land tenure, it may be stated at once that the proprietor of the soil is the zamindar and not the tenant. The zamindaries were originally granted by ancient rajahs and nawabs with absolute rights in the soil in the area granted to zamindars. The zamindari of Bodinayakanur is an ancient one in the Madura district and has a long history behind it.

Whatever uncertainty that existed prior to the permanent settlement the result of the settlement was to place all Landlords on a uniform legal basis and to obliterate the differences in the customary status which had grown out of differences of origin. The Regulation XXV/1802 invests landlords with the proprietary right in the soil by its enactment in clause 2, viz., "in conformity to these principles, an assessment shall be fixed on all lands liable to pay revenue to the Government; and in consequence of such assessment the proprietary right of the soil shall become vested in the zamindars or other proprietors of land and in their heirs and lawful successors for ever." One of the principles referred to in this clause is laid down in the preamble section of the regulation as "to grant to zamindar and other landholders, their heirs and successors a permanent property in their land in all time to come." In the face of this statutory provision there can be only one opinion on this question and that is that the zamindar is the proprietor of the soil and the Courts have also uniformly been acting on this position.

Nor can it be doubted that the legislature and the courts have done a service in settling at rest this vexed question. A glance of the reports relating to investigation as to the nature of the tenures held by the poligars and similar landholders recorded in the Fifth Report will convince any one about the irreconcilable diversities of the tenures under which each of these landholders held his estate, and the legislature by fixing up the right of the landholder in the soil as a proprietary one has once for all set at rest the intricacies in the solution of the question as affecting each individual estate and has saved much money and heart-burning. What the legislature has done for landholder is only bare justice.

The point about the matter is that before the permanent settlement it was a question always of disputed right between the Crown and the landholder and never as between the landholder and the ryots. As observed in paragraph 4 of the instructions issued to the Collectors as to permanently settling the lands (reported at page 169 Volume III of the Fifth Report). "At present the Zamindars hold their Zamindari by a tenure so precarious as scarcely to convey the least idea of property in the soil." In paragraph 5 of the same document it is proposed to make the Zamindars "actual proprietors of the soil or lands composing their estates." It seems to have been always and uniformly assumed that the status of the tenant was always that of a tenant and never that of a proprietor. By the Legislative enactment of 1802 the points at issue as between the Crown and the landholder found a statutory disposal.

I. (b) The definition of a ryot is given in section 3 (15) of the Madras Estates Land Act (i.e.), a ryot means a person who holds for the purpose of agriculture ryoti land in an estate subject to the condition of paying to the landholder the rent which is legally due upon it. This shows the nature of the interest and limitations which the tenant has in the land as distinguished from that of the landlord. If the zamindar is the proprietor of the soil the tenant also cannot be such. Section 149 of the Act says that a ryot can relinquish his land by giving notice to the landholder if he does not require it. Section 7 preserves to the landholder mining rights in ryoti land. Section 6 says that a ryot has to be admitted by a landholder to possession of ryoti land to avail him of a permanent right of occupancy in the holding. Section 163-A lays down that a ryot who has not been admitted to possession of ryoti land could be ejected by a landholder as a trespasser. Section 10 of the Act draws a clear delimitation as between the land and the right of occupancy therein. The Hon'ble Mr. Forbes in his speech introducing the original Land Estates Bill observed that "the ryot has been confirmed in his rights; he is secured in the occupancy of his holding from which he cannot be ejected so long as he pays his shist." This admirably summarises the legal title subsisting for the tenant in his holding.

II. (a) and (b) These two questions may be answered together. Nobody can give an exact and scientific definition of fair and equitable rent. Neither is it practicable. The rent varies with different estates. Customs and considerations differ in all estates. For example the rent that exists in Bodinayakanur zamindari for wet, garden and dry lands is very low and is not even half of the rent in ryotwari lands adjoining this estate. Besides, this has been in force from the time of settlement without any enhancement or alteration. The rent in this estate is charged from time immemorial on the particular crops raised on the land and is cash-rent. The rent was fixed according to the nature of the crops raised, description of the land and yield with special rates for commercial crops such as betels, tobacco, sugarcane, etc., at the time of the permanent settlement.

History shows that the produce from the land was looked up to by the rulers in India from the very early times as the main basis for the assessment of the Land Revenue. Various methods appeared to have been adopted in fixing the share of the produce. The permanent settlement was effected on a scientific basis and a fair and equitable rent was evolved for each estate. The proof is therefore convincing that the rates perpetuated by permanent settlement and affirmed by the legislature and obtaining for over century are equitable, the more so because the tenants distinctly stand to gain by being fixed up to cash-rent worked out at a time when money was far dearer than what is at present and when the possibilities for the development of improved methods of agriculture obtaining in these time always conduce to more favourable outturn of produce. It is universally conceded that the position of the zamindari tenants in Madras Province is much better than what is in northern India where there is such a stampede of illegal exactions sanctified by immemorial customary user grinding upon the ryots. In speaking of the economic distress grinding down the peasant it is unfair as it is equally incorrect to ascribe it to heaviness of land assessment. There are more causes than one for the grinding poverty of the peasant and they lie deeply embeded in the mentality of the peasant and his family and not in the heavinesses of the assessment of his land which was fixed up for him in money values obtaining when money was so dearer and which are hedged in by every statutory restrictions imposed against enhancement of rent.



As for waram rents obtaining by immemorial user the safeguard provided by section 29 of the Act is the surest guarantee against such a rent being rendered unfair and inequitable. As for new tenancies created subsequent to the passing of the Act, section 25 enacts that the ryot shall not be bound to pay rent at a rate exceeding the rate prevailing for similar lands with similar advantages in the neighbourhood or as the Collector may decide to be fair and equitable.

In the face of such drastic safeguards provided by the legislature, it is futile to argue that the rent "lawfully payable" as defined in section 3 (11) can be anything but fair and equitable and there should be no hesitation in holding that the presumption laid down in section 28 of the Act is a justifiable one. I may also state that sections 24 to 41 of the Act lay down an elaborate procedure to determine what is fair and equitable rent. To adopt a common rate of rent for all the estates is neither practicable nor fair and may be injurious to the ryots themselves.

II. (c) The above discussion clearly indicates that in a settlement of a fair and equitable rent there should be an insurance against the inevitable risk of agriculture in the Indian climate. Due allowance has already been made for vicissitudes of season. It follows therefore that the contingencies that make out a case for a remission have already been taken into account in the determination of the rent on a fair and equitable basis. The injustice of a claim for remission after rent is once so fixed is obvious. Moreover where an ascertained jumma has furnished the basis for an ascertained peishcush as it has in the permanent settlement, there is a manifest injustice to the landholder whenever a remission is forced out of him. Statutory provisions for remission while being a fruitful source of costly litigation to which the ryot might very often be tempted, is a great detriment and raise other difficulties also in the case of unsurveyed estates. The karnam's accounts and his field inspection are not correct and may not be trusted. At present the proprietors have no control over the karnams who cook up all sorts of accounts. Then there are estates like Bodinayakanur where the ryot pays a very low one assessment though he cultivates two crops. In such cases failure of one crop may not justify remission. Besides, if statutory remission is given to the ryots, proportionate reduction peishcush payable to the Government should be allowed to the landholder. The procedure in zamindari areas bristles with practical difficulties. It is submitted that sections 38 and 39-A are adequate provisions for reduction of rent.

II. (d) The advantages of a permanent settlement system have been too long and impressively enjoyed to admit of any doubt in the matter. One can but shudder at the horrors that might be let loose by an unsettled assessment of rents. It is a call for the ryots to be deluged by litigation and to be victimised by an eternal train of adverse forces. Enunciation of the principles as to the determination of what is fair and equitable rent might sound nice but it is a question as to how far the ryot will be enabled to have those principles worked out in actuality. The position of the landholder under such a system of eternal uncertainties, will be anything but tolerable. From all view points the permanent settlement is the more to be desired.

(e) It is unnecessary and inadvisable to invest the Provincial Government with reserve powers to revise, alter and reduce rents. This may lead to unhappy results. There is likely to be impartial justice in courts of law. The trend of executive action is too much dependant upon the individualities of the officers. Sections 38 and 39-A of the Act provide for reduction of rent. If any further provisions are considered necessary to meet unforeseen cases, suitable amendments may be made to the Act itself. If Government reserves special powers, they will be needlessly bothered by representations from all sides without being able to deal with them in a judicial manner. Redress must be had only through district officers.

III. (a) Yes.

(b) According to the present Act the powers given to the landholder for collection of rent are classified under three heads:—

(1) By distraint and sale of movable properties.

(2) By attachment and sale of holdings.

(3) By filing rent suits and taking execution proceedings.

Each of these requires to be amended and simplified.

*By distraint and sale of movable properties.*—Though the landholder is entitled to distrain movable property of the ryot under section 77, his plough-cattle is exempted under section 77 (f). Almost the only valuable property of the ryot the seizure of which will make the defaulter pay at once, is his plough-cattle. Such a provision is not found in Act II of 1864. Leniency shown to the defaulter by this section does him great harm as he has to face costly suit and land sale proceedings which are detrimental both to the ryot and landholder. After the distraint the proprietor has to apply to the sale officer

under section 92 for sale of the movable properties. There is no reason why the proprietor should not be invested with this power. He should be empowered to sell the distressed properties to avoid unnecessary delay and annoyance. Proper safeguards may be provided in the interests of the ryot.

*By attachment and sale of holdings.*—Under this head the procedure indicated in the old Act was simple and less costly. The amendments introduced in the amending Act have done great disservice both to the ryot and the landholder. The procedure has become very cumbersome and very costly which ultimately adds to the burden of the ryot. To realise a kist of one rupee, the landholder has to spend more than 15 rupees in sale proceedings and it takes more than a year for the sale proceedings to conclude. At every stage we are asked to take out notices and make three publications in the District Gazette which are not at all looked into by the ryots. How can a ryot who is unable to pay a kist of one rupee, afford to pay 15 rupees as costs? To give a concrete example, in Bodinayakkanur zamindari land attachment under section 112 for arrears of rent for fasli 1342 was applied for on 30th June 1934 to the Revenue Divisional Officer. But the sales were actually held from 26th December 1936 to 10th January 1937. The sale certificates have been issued on various dates the last date being 24th September 1937. There are still delivery proceedings to be taken. For arrears of rent for fasli 1343 land attachment was applied for on 2nd July 1935. But the sales took place from 25th August 1936 to 12th September 1936. Sale certificates have been issued on various dates the last date being 19th June 1937. Delivery proceedings have to be taken hereafter. In the above cases there have been no laches on the part of the landholder to conform to the provisions of the Act in the conduct of the sales. In the light of the above instances can any one say that this is a summary remedy to collect kist?

On account of this enormous delay and ruinous expenditure, no land attachment and sale proceedings have been resorted to in this estate for the last two years.

The following are the new provisions introduced :—

- (i) Postal notice by landholder to defaulter under section 112 with certificate of posting; most of the ryots are illiterates and there is no proper delivery by postman.
- (ii) A second notice under section 116 (1) and an elaborate enquiry by the Revenue Divisional Officer about the lots to be sold, etc. Very few ryots appear on these dates and object for the simple reason that they have none. The enquiry does not serve any purpose at all except to give a handle to some recalcitrant ryots who protract the sale proceedings by frivolous objections.
- (iii) A second postal notice of proclamation and order of sale is provided under section 117 (1). The same section provides that they should be published in the District Gazette. It is pointed out that this insistence of publication in the District Gazette is the bane of the whole proceedings. There has to be three publications, viz., under sections 117 (1), 123 (3) and 124 (3). How these publications are useful to the ryots, is not clear. There is not a single ryot who looks into the District Gazette or is conversant with the District Gazette. The only effect is to swell the costs of the sale and drag on the proceedings. The Government collect at the rate of Rs. 11-11-6 per holding for all the three publications in advance from the landholder. Representations were made to the Collector and the Revenue Board to reduce the amount and to collect for each notification of the holding then and there but this request has been refused.

If after taking all these proceedings a holding is brought to sale, it invariably happens that there are no bidders as the ryots combine together to defeat the purpose of sale. The landholder is forced to purchase for a nominal price for the estate. Even after he purchases the land, and obtains certificate of sale and delivery of possession, he is not really in effective possession of the land as the Revenue Department does not give effective delivery. Besides as the lands purchased are comprised in different holdings and are far apart from one another, there is considerable difficulty for the landholder even if there is effective delivery, to find lessees or himself cultivate stray plots. Ryots who are aware of this handicap, rejoice over it.

The village officers do not care for these estate bought-in lands and no steps are taken by them to oust trespassers. It is most demoralizing how these estate bought-in lands are being squatted upon by the ryots who practically enjoy the land rent free. It is absolutely necessary to introduce a clause in the Act to make such persons who squat on the land after it is sold and delivered, without the permission of the landholder shall be deemed to commit a criminal offence punishable under the Indian Penal Code. Unless some such thing is done, the position of the landholder is utterly hopeless. In such cases power to evict them summarily under the Madras Land Encroachment Act should be

provided for. It is also pointed out that after attachment, there should be a provision for the deprivation of the defaulter of his occupancy right. If a summary remedy for the deprivation of the occupancy right is provided it minimises worries and cost while at the same time it serves the purpose.

*By filing rent suits and taking execution proceedings.*—In the matter of rent suits the question of reducing the court fee should be considered. These costs considerably add to the burden of the ryot. The reduction will be a great relief to him. Rent suits also are unnecessarily protracted in the office of the Revenue Divisional Officer where one or two clerks only are employed to deal with the estate work. Considering the enormous money that the estate pays by way of court fees, the Revenue Department should employ more staff to deal with the rent suits as expeditiously as possible.

(c) The following suggestions are submitted in the interests of both the ryot and the landholder in the matter of collection. The real problem is how to avoid coercive processes provided by the Act. Land revenue collections in ryotwari areas afford an object lesson about the success with which collections could be made by the village officers. The elaborate provisions of Act II of 1864 and the instructions in the Board's Standing Orders are very seldom invoked and still the revenue collection in the Government tracts come to cent per cent of the demand. The truth of the matter is that village officers make it their sacred duty to see that no arrear is left. The rigour of collection is so great that the village headman is severely punished for any slackness in collection. Suspensions and dismissals for bad collection work are the order of the day. Indeed it is a matter of ordinary knowledge that the headman pay the arrears from their own pockets and afterwards reimburses the amount by collecting subsequently from the ryots. Such a rigour is absent in zamin areas and headmen are inclined to think that the duty of collecting rent is not their statutory duty and that they do it more or less as obligation to the zamin. No action is taken against them for slackness in collection. Power of punishment is in the hands of the Revenue Divisional Officer, and it takes inordinately long time and trouble to get the offender punished. Unless legislation is effected to place the power of punishment of the village officers in the hands of the proprietor, collection work is bound to be in a heavy arrears as it is at present. This is a matter which affects all zamindaris. If suitable punishments are awarded in deserving cases, the results are bound to be salutary and there will be a great improvement in collection and other matters. Tinkering with the law and rules could not by themselves serve as remedies. Proper safeguards may be provided to control the powers of punishment invested in the landholder.

Jamabandi officers of the Government villages take particular care to scrutinize the collection in each village as it comes up for settlement and take notice of headman whose work is found to be unsatisfactory. But when the same officers do the settlement of zamin villages no such scrutiny is made of zamin collections because it is none of Government's concern. But the demand of peshcash by Government is very promptory and inexorable and its payment cannot be delayed by the proprietors.

All the same it is a matter which gravely affects village economy and by interesting themselves in this matter, jamabandi officers will only be promoting public good. So also in regard to maintenance of accounts by karnam and timely inspection of the fields and the writing up of adangals, inspection of water-rate cases, etc., no notice is taken by the officers of the Revenue Department though they are responsible for the correctness of agricultural statistics furnished to them by the zamin karnams, which are submitted to the Collector and the Board of Revenue. Negligence on the part of the karnam materially affects and delays the zamin jamabandi. Instructions contained in the Board's Standing Order, the Village Officers' Manual and innumerable circulars issued by the zamin officials are not observed at all. The proprietor has no control over the karnam. Though he has a close administrative touch with him and though he is aware of the several frauds committed by the karnam, the proprietor is helpless. No wonder that patta transfer work is left to accumulate heavily resulting in all sorts of complications in rent collection. Innumerable encroachments are not reported and no action is taken by the karnam. Village administration could not be improved as the village officers are not under the complete and immediate control of the proprietor. The new provisions for sale of holding introduced by Act VIII of 1934 should be altered in many respects in the light of the actual working of the Act.

IV. (a) The idea of tenancy negatives anything in the nature of inherent right to water in the ryot. A contractual obligation alone is recognized as between the Government and the ryotwariholder and the same must follow as between landlord and tenant.

(b) The landlord has certainly the superior right in the water sources in the estate. He is the custodian of all irrigation sources. Under the permanent settlement the landlord is invested with the proprietary right over the entire estate and this includes the right over the sources irrigation also. The landholder is charged with the duty

of maintaining the tank in his domain and all other irrigation works in good repair and the duty is a statutory obligation. It carries with it the right to regulate, control and distribute water-supply as obtains in the case of the Government. Although he is bound to give water to all mamool wet lands and other dry lands to which he undertakes to supply water by contract, he can utilize any excess water remaining in any manner he likes. He can construct new dams across rivers and build reservoirs or tap natural sources of hills and streams and conserve it to the best advantage possible. For all these things the landholder is the best medium and it is therefore necessary to recognize his interest and supreme right in this direction. In the case of disputes between ryots on various matters like immersion of foreshore lands when the tank is in full level or distribution of water at low supply, the landlord is the best person to settle these disputes and therefore it is necessary to recognise the superior right in the water course.

V. (a) It is essential that all estates should be surveyed. Because survey is the basis for rational understanding of the area and position of land and the assessment due on each land. Maintenance of record of rights involves lots of difficulties and controversial matters and therefore they need not be made compulsory.

(b) It is on account of the prohibitive cost of survey charged by Government that many estates remain unsurveyed. The cost should be reduced. As to the apportionment of the cost of survey both the ryot and the landholder should be asked to share the cost since both parties stand to gain by it. It would be a fair apportionment if the ryot is asked to bear the entire cost of surveying wet lands, half the cost of surveying garden and dry lands, the balance of such being borne by the landholder including the entire cost of surveying all waste, communal and poramboke lands.

VI. Except the collection of premium for letting the ryot in possession of waste land, no levies customary or otherwise are made in this zamin in addition to the rent.

VII. (a) and (b) The rights of the ryots with regard to the utilization of local, natural facilities are customary and local. A standardization of these rights by legislative recognition will conduce much to the harmony between the ryots and the landholder. The custom in this zamindari is to lease out the collection of minor forest produce in the zamin forests to a contractor who levies a small fee of 6 pies and 3 pies on every male or female headload of dead fuel. Cattle grazing on waste and poramboke lands and in forests and collection of green manure and fuel for domestic purpose should not be completely free, but it should be made compulsory for the ryots to obtain free permits or on payment of a small fee for bona fide pattadars of each estate. At present no fee is charged in this estate for cattle grazing and a small fee is charged for sheep grazing alone. This is collected by the ryots giving one sheep or goat for one "mandai" or pen per annum. The above restriction is necessary to prevent fraud by way of removal for sale, etc., and bringing in cattle from outside the zamin area. Ryots do not realise the importance of conserving the forest. The zamindar is the absolute owner of hills and forests from time immemorial and he spends a large sum of money annually on the forest staff to protect the forests. If all the demand made by the ryots on the forest are left unchecked, there will not be much left for the ryots to utilize for agricultural and domestic purposes.

The ryots forget that the conservation of forest is beneficial to them. The zamindar never considers the forest as a source of revenue. In fact the expenditure is greater than the income. The chief worry of the zamin officials is to prevent illicit and wreckless fellings clandestinely done by the ryots.

In Bodinayakkanur zamindari it is on account of the forests that the fields are fertile and we have seasonable rains. The following quotation from Mr. L. R. Sabhorwal, I.F.S., in the November 1937, *Modern Review*, is very enlightening and appropriate in this connexion: "Repeated observations and experiments have proved that the presence of masses of trees modifies climatic condition in a very striking manner. The forests protect the country to the leeward against prevailing winds and thus raise or lower the temperature as the winds themselves are moist, dry, hot or cold. It is beyond doubt that forests make a land more temperate less subject to sudden changes. A forested country is neither so hot in the day nor so cold at night. The forests also prevent the great damage sometimes caused by sand dunes, those areas of shifting sands which blown by the wind move across the country destroying farm lands and covering roads and buildings. In all northern districts which form watersheds of all of the rivers, forests are not merely ornamental or valuable only as producing useful products, but are actually necessary to security and existence of inhabitants both of the hills and of the plains below them." If any right is to be granted to the ryot it should be strictly regulated and the forest should not under any circumstances be allowed to be denuded.

(c) The zamindar is the proprietor of the soil and as such the owner of the public paths, the communal lands and porambokes and hills. The public have prescriptive

right to enjoy the public pathways. The communal lands are also earmarked in the recognition of the customary user by the ryots as such. When they are no longer used as such their complete reversion to the landholder is provided for by the statute. The ryot can have no right whatever to porambokes except where there are natham in which case they are enabled to secure them as house-sites.

As regards hills and forest porambokes unlike communal lands the zamindar is at liberty to conserve them in the best manner as he thinks fit. In suitable cases he may also assign them on patta.

VIII. (a) The amended provisions in the Act as regards irrigation work are quite adequate to meet the case and they cannot be improved upon.

(b) It is unnecessary. Section 139 (3) seems to be sufficient.

(c) Action by officers *suo moto* is not desirable as they will not have the advantage of ascertaining all the facts necessary for a just decision which on enquiry on application will provide.

IX. Yearly jamabandi is necessary. But exchange of pattas and muchilikas every year may be dispensed with. In cases where there are changes in pattas, intimation to the pattadar should be given. The yearly jamabandi is useful for checking the village accounts and all orders of assignment of lands, patta transfers, powthi, etc., issued during the fasli. As pointed out, a lot of difficulties is felt due to the negligence of the karnam who should be placed under the immediate control of the proprietor.

X. The under-tenant is a special creature of contract as between himself and the ryot. The relation between himself and the landlord are contractual. The under-tenant may be made directly liable to the landlord for rent.

XI. (a) and (b) The existing arrangements have not been found to be inconvenient as appeals and revision arise very seldom. But a special tribunal functioning judicially will yield distinctive advantages to all parties concerned.

XII. (a) The proprietor's officials come across encroachments in the course of their inspection. At present so far as communal lands are concerned they have to content themselves with ordering the karnam to prepare B. memos. They could not ascertain whether B. memos. are actually sent and whether the Tahsildar took action thereon. There are ever so many cases which nobody takes notice of though according to the present theory the Government is the trustee of communal lands in the proprietary areas. The powers vested in the officers of the Revenue Department in regard to eviction may be given to the proprietors with regard to unauthorized occupation of communal lands as well as lands bought-in by proprietors at rent sales, and other lands in the zamin. There should be a summary remedy to vacate unauthorized occupations.

(b) The collection should be under civil court's jurisdiction. A charge for the same should be created on the lands.

In conclusion it is submitted that all zamindars are not tyrants. There are many estates where the zamindars and the ryots have been living in perfect harmony. This estate is one of such. The ryot here is many times better off than the adjacent ryotwari ryots. It should be borne in mind that the poverty of the ryot is not due to the zamindar or the land assessment. It is due to several other causes oppressing on the ryot. The mentality of the ryot also should change for the better. The landholders realise that prosperity of their ryots is their prosperity and they are always amenable to redress the reasonable grievances of their ryots. Many zamindars have done many charitable and philanthropic acts involving great expenditure of money to better the condition of their ryots. It is unnecessary to recount all the charitable acts which the present zamindar here and his ancestors have done. The Committee is requested to take oral evidence to explain special conditions and particular points that may reasonably arise for elucidation on the memorandum submitted.

T. V. K. KAMARAJA PANDYA NAYAKAR.  
Zamindar, Bodinayakanur.

**Memorandum by Mr. Krishnaswami Koolappa Nayakar, Zamindar of Sandaiyur, Madura district, dated 19th November 1937.**

I. (a) In cultivable land ryot is presumed to be the owner. For waste lands the zamindar is the owner of the soil.

(b) Landholder takes the place of Government. Both are co-owners.

II. (a) Half the net yield, deducting labour and costs of cultivation will be the fair and equitable rent.

(b) The value of the produce (yield) and the cost of cultivation have to be taken into consideration.

(c) Yes. The principles that govern ryotwari lands to be adopted.

(d) Rate or share of rent for a particular area should be settled, subject to the same being revised once in 12 years in view of the fluctuation in the market in the price of crops.

(e) No.

III. (a) Yes.

(b) Procedure for collection of rent must be the same as under the Revenue Recovery Act. Summary suits and attachment proceedings are very dilatory, and it is impossible for the landholder to wait till the rent is recovered for paying peishkash. If peishkash is not paid in time, the landholders are put to disgrace of an amin going to him with a warrant of attachment. In some cases the landholders have to borrow elsewhere to pay peishkash owing to tenant's failure to pay rent. My suggestion is that the procedure under the Revenue Recovery Act should be made applicable for recovery of rent from the tenant.

(c) Same as answer to (b). Gazette publication under sections 117, 124, etc., should be dispensed with.

IV. (a) Matter of contract.

(b) Landholder is the owner of all waters subject to the right of tenants in respect of wet lands.

V. (a) Yes.

(b) Half to be borne by landholder and half by the ryots.

VI. Customary dues in relation to the holding of the ryots can be levied.

VII. (a) Forests should be preserved. That is the main consideration. Subject to that, the tenants' rights will have to be regulated. They cannot be given any rights to the detriment of the existence or growth of forests.

(b) No.

(c) Hill and forest poramboke belong to the zamindar. Public paths and communal lands to be kept as such.

VIII. (a) Irrigation works to be repaired once in ten years and earlier, if necessary. Kudimaramat should be made compulsory.

(b) Yes.

(c) Only on application.

IX. Yes.

X. Rights same as sub-lessees under law.

(1) and (2) The under-tenant should be directly liable for rent to the landholder in addition to the liability of the original tenant. Section 146 to apply for his recognition as an under-tenant.

XI. (a) Special tribunal necessary.

(b) Civil courts to try all proceedings between landholder and ryot.

XII. (a) Provisions of Land Encroachment Act to apply.

(b) No.

*Suggestions.*—1. The position of village officers in the zamindari tracts will have to be greatly modified. The village officers are paid by the Government and their appointment, suspension and removal vest only with the Government. The landholder has power merely to recommend some one for being appointed and nothing else. So that the village officers are insubordinate and work is not done satisfactorily. He is not answerable to the zamindar for proper collection of rent and very often he is indifferent and kist falls in arrears to a large extent. They do not care for the landholder though they are supposed to serve under him. The landholders should be given the power of suspension and removal of village officers for misconduct, etc., subject of course to the final decision of the Government on appeal.

2. The exchange of pattas and muchilikas should not be a condition precedent for collection of rent by attachment and sale, etc. Exchange of patta and muchilika each year should not be compulsory, unless there is any variation in the extent of the holding or the rent due.

3. A presumption should be drawn that all proceedings taken by the landholder under the Act are regular and legal and the onus of proving that the proceedings are irregular or illegal should be cast on the ryot.

4. The right of the landholder to the use of the water of natural streams flowing through his zamindari should be recognized. He should have rights to store the water for the use of wet lands in his zamindari and levy water-rates for each user.

KRISHNASWAMI KOOLAPPA NAYAKAR.

**Mamroanjum by Mr. S. Kothandaraman, Senior Proprietor of the Aiyankulam village, Ramnad district, dated 15th November 1937.**

I. (a) In my opinion the zamindar is the hereditary proprietor of the soil.

(b) The tenant has the occupancy right, i.e., the right of tilling the soil permanently. The landlord has the right to a certain percentage of the produce as melvaram.

II. (a) & (b) Forty-five per cent of the income for the landlord and 55 per cent for the tenant. The difference, viz., 10 per cent is given to the tenant for his labour and to meet other expenses and this is the consideration which prompted me to give 10 per cent more of the share to the tenant.

For dry lands the produce should be divided in the ratio of 2 to 3.

(c) If the produce is taken in kind in the above proportions, there is no necessity for statutory provision for remission of rent (waram). Remission is necessary where money rent is collected instead of in kind. Remission of money rent should be granted only when the failure of crops is widespread and there is distress in the locality.

(d) It is better to leave the question to the discretion of the landlord.

(e) I do not think this is necessary. The landlord is there to look after the welfare of the tenant.

III. (a), (b) & (c) Enormous liberties are given to the tenants through legislations, but the landlords are thrown in the background. Therefore it requires urgent and immediate revision.

Sale of holdings for arrears due should be quickly done and the costs should not exceed Rs. 2 (two) only in each case. The tenants who are unable to pay rent itself, will find it very difficult to pay enormous costs in bringing the land to sale as per existing rules.

A simple notice through the Collector to sell the land is enough. The Revenue Inspector or ameen in due course may himself bring the land to sale.

Distrain of movable properties generally leads to complications. So, sale of holdings is the only best and safest method for both the parties.

IV. (a) & (b) The landholder has the absolute right over the tank which holds the water and the sources through which water comes to the tank. The tenants have no right.

If the landlord supplies water, the tenants are bound to cultivate wet lands and pay waram (வாரம்), etc., in the above proportion.

V. (a) All the estates should be surveyed and a record of rights maintained.

(b) Landlord is to bear  $\frac{2}{3}$  of the expenses incurred and the tenant is to bear  $\frac{1}{3}$ .

VI. The customary levy other than the rent should be collected.

VII. (a) No right for the tenant except the right of cultivating the occupied lands.

The landlord is the rightful owner of the whole village including trees and other vegetations.

(b) The tenants have no right to use anything free of cost except with the expressed sanction of the landlord.

(c) The tenants and the landlord have the right to use them for their personal convenience, but the landlord may allow the waste lands to be cultivated on contract basis. In hill forest, etc., the tenants have no right.

VIII. (a), (b) & (c) In the interest of the landlord, he will naturally maintain the irrigation sources and works. If it is not properly maintained, the income for the landlord will be very low. Therefore no interference is necessary.

IX. Yearly jamabandi is necessary.

X. Either the pattadar or the under-tenant should be responsible for rent to the landlord.

XI. (a) & (b) It should be convenient and economical to give jurisdiction to civil courts only.

XII. (a) The tenants who occupy unauthorized lands should at once be evicted and penal damages should be made to pay.

(b) No revision is necessary.

S. KOTHANDARAMAN.

**Memorandum by M.R.Ry. D. B. Chandramouleswara Rao Garu, mittadar of Ammiganur, and M.R.Ry. M. Venkappayya Garu, mittadar of Gummigampalli, Tiruppattur taluk, dated 27th November 1937.**

I. (a) Zamindar. The tenant is the proprietor of the soil for which he pays rent.

(b) The tenant is the landlord of the portion of the land for which he pays rent.

II. (a) and (b) A rate has been fixed during the old paimash and the same is being continued now. The amount that is fixed with reference to the prevailing prices of the produce, arrived at on the average of fair yield for five years may be considered to be fair and equitable rent.

(c) If the zamindar gets remission the tenant should also get it, and a statutory provision is but necessary.

(d) It is advisable to settle it once for all.

(e) Vide reply to (d). No reserve powers seem necessary.

III. (a) Yes. The village subordinates consider in some places that they are Government servants and do not do their duty properly under the zamindar. They are enjoying pension without any substantial work. The zamindars should have control over them.

(b) In regard to collection of rent, the application of the rules, applicable to revenue collections in Government villages will be a great help to the zamindars if they are allowed to exercise those powers.

(c) Rent suits may be allowed to be tried by properly constituted efficient panchayat courts.

IV. (a) Yes. They get their supplies by turns. Any complaints are reported to the zamindar, who settles their disputes.

(b) The landholder, viz., zamindar, is the owner of the irrigating tank, as such he has superior rights.

V. (a) Yes.

(b) Strictly by the tenants, but two-thirds by the tenants and one-third by the zamindar seems reasonable.

VI. It is customary to demand free labour by turns, in a year from each ryot for the supply of carts for the use of the zamindar, ploughing of zamindar's private lands, etc. The zamindar collects also fees, miscellaneous, first rent, patta-transfer (nazarana), etc.

VII. (a) For the collection of the above fees, they are allowed free grazing and wood for agricultural implements with the permission of the zamindar.

(b) Not for domestic purposes.

(c) They belong to the zamindar and the tenants have nothing to do with them.

VIII. (a) The rules applicable to water-supply in Government villages may be adopted in zamindaris.

(b) Yes.

(c) On application by zamindars and tenants.

IX. There is no object served in such jamabandis, unless the question of remission of rent crops up, and this can be done only when the zamindar gets remission from his peishkash.

X. (1) The under-tenant, although directly responsible to the pattadar, he should also be responsible to the payment of rent to the zamindar before removing the harvests on the patta land.

(2) The zamindar has a claim over the rent on the land of the under-tenant.



XI. (a) In my opinion a special tribunal will be desirable.

(b) The special courts referred to in reply to question III (c) above, will do.

XII. (a) Power to evict or to assign as the zamindar desires, under the existing circumstances.

(b) Yes. They should be under the control of the zamindar, wherever such lands exist in zamindaris.

D. B. CHANDRAMOULESWARA RAO.

M. VENKAPPAYYA.

#### Memorandum by the Diwan of Sivaganga estate.

1. (a) The zamindar is the proprietor of the soil and not the tenant. This is not a matter of opinion, but a fact based on the previous history of this zamindari and the clear orders of Government. There are of course authoritative interpretations as to what this proprietorship of the soil connotes. Under the sunnad, the zamindar was given a permanent property in the soil. This was only a continuation of the right which the zamindar had been exercising under the Government of the Nawab of Carnatic who was his Feudal Sovereign and from whom the British Government acquired the sovereignty of the territories. The sunnad granted by the British Government sets forth the scope and limitations of the rights confirmed therein. It must be understood that the zamindar was the owner of the entire country constituting the zamindari, no matter in what manner he came by it.

(b) The tenants are the cultivators of the land under the zamindar and they have no more rights than those actually recognized in the engagements actually entered into between them and the zamindar. These engagements are now represented by the pattas granted by the zamindar and the muchilikas executed by the ryots in favour of the zamindar in exchange. The interest of the tenant in the land for which a patta has been issued to him is thus confined to the right of occupancy subject to his fulfilling the conditions of the engagement including the regular payment of the rent due to the zamindar. This is what is known as the kudivaram right. Thus, whereas the zamindar is the proprietor of the soil, the tenant is the occupant of the land in respect of which the zamindar has entered into an engagement with him.

2. (a) A fair and equitable rent may theoretically be defined as rent which is fixed on a consideration of the rights and liabilities of both the landlord and the tenant so as not to press heavily on either parties to the engagement. In other words, the rent we fix and the revenue which we thereby derive must be sufficient to enable the landholder to defray the cost of collection, the maintenance of the landholder in such a state of comfort as befits position and status in life, and the payment of the peishcush due to Government. On the part of the tenant, the rent payable by him must not be a source of burden to him and must enable him to retain, after the cost of cultivation has been met, a fair proportion of the landlord's share of the produce.

(b) With reference to the general principle mentioned in the previous clause we have to determine the share of the produce on lands to which the melvaramdar will be entitled. As the condition and the history of the zamindaris differ widely from each other, a universal rule cannot be applied in the matter of fixation of rent. Taking this zamindari, the zamindar has been the immemorial owner of the country, subject only to the payment of a tribute to the overlord who was at one time the Nawab of the Carnatic and then the British Government. On the assumption of control by the British Government, the peishcush previously in force was revised and fixed at 50 per cent higher, viz., from 50,000 star pagodas to 75,000 star pagodas. The latter was against a gross revenue of 124,626 star pagodas. The peishcush fixed was thus three-fifths of the gross revenue realized by the zamindar from his zamindari, thus leaving one two-fifths for meeting the cost of collection and the maintenance of the zamindar. The cost of collection includes the cost of the agency for collecting and the cost of maintaining the irrigation sources in proper order. These factors have to be taken into account in fixing the rent on lands or the melvaram. The long recognized practice in this zamindari has been the division of the produce in equal shares between the landlord and tenant, after deducting certain items of expenditure, such as kanganam (supervision of harvest), kulavettu (repairs to irrigation work), swathantharam (payment to village artizans) and mahamai (payments to religious and charitable institutions). The excluded items are earmarked for the purposes for which they are collected. The landlord's share thus represents half the net produce after the above deductions have been made. Rent fixed on this basis would be a fair and equitable rent in kind and would satisfy the requirements mentioned above. If a cash rent has to be fixed it must represent the commuted value of the above half net produce, the commutation rate being fixed

on the basis of the average prices of the food grains during a period of past years. In ryotwar settlements, a period of 20 non-famine years is generally taken as the basis and the same may perhaps be adopted in the zamindari tracts also.

(c) It is desirable to have statutory provision for the grant of any remission of rent to which the ryot will be eligible, though in this zamindari, a liberal policy in this respect has generally been followed. Where rent is payable in kind, no question of remission arises inasmuch as the share of the landlord is only a portion of the actual produce. If the rent is in cash, waste and shavi remissions may be granted on principles similar to those followed by Government in ryotwari tracts.

(d) It is advisable to fix rents once for all. Periodical revision for whatever causes should be deprecated.

(e) When rents are once fixed on certain definite principles, they should not be revised under any circumstances. The Provincial Government should not be given any reserve powers to interfere with the rates once fixed by a competent authority.

3. (a) The powers of collection now given to the landholders are inadequate for the quick and effective collection of rent. The remedies now provided in the Act involve a great deal of trouble, delay and cost and in the long run they are ruinous to the ryots and to the landholder also. The Act may be revised so as to give fuller powers to the landholders and the provisions of the Revenue Recovery Act may be made applicable in the case of zamindaris also with necessary safeguards against oppression of the ryots by the landholder and against any possible abuse of his powers.

(b) Revision should be in the direction of giving increased powers to the landholder and his servants.

(c) Three remedies are now open to the landholder for the realization of the rent. All of them involve considerable expense and trouble. It is very essential to revise these provisions to make the procedure less costly, but more effective and speedier. Some of the more important measures that may be adopted to achieve this end are dealt with below.

*Suits.*—At present, the provisions of the Criminal Procedure Code are made applicable to the trial of suits filed under the Estates Land Act. This results in an elaborate trial as in civil courts. The ryots are also enabled to plead every sort of defence to rent suits thereby protracting the trial beyond reasonable limits. The trial of rent suits must be of a summary character. This has been recognized by the Government also. But in the absence of any special provisions for the speedy trial of rent suits, the trial takes a long time as in civil courts. Apart from the plea of discharge or limitation, the ryots should not be allowed to plead any other defence in suits for rent based on a subsisting tenure evidenced by an exchange of patta and muchilika or by some other agreement or by established custom. Special pleas must be excluded from the scope of the trial of rent suits and the ryot and landholder must be left to agitate such questions in separate suits. Special provisions for the speedy trial of rent suits may be introduced in the Estates Land Act itself and the application of the Criminal Procedure Code may be excluded as a whole or in part.

This leads us naturally to the procedure to be adopted for executing the decrees obtained for rent. Under section 132, the provisions of Chapter VI, Estates Land Act, regarding distraint and sale of ryot's holding have been made applicable to execution of rent decrees. At the same time, the provision of the Criminal Procedure Code are also applicable generally. The application of two sets of rules necessarily leads to several anomalous situations. Here also, the provisions of the Criminal Procedure Code may be excluded and the special provisions introduced in the Act itself for the quick and effective execution of the rent decrees. Of course, when these rent decrees are transferred to the civil courts, the ordinary procedure under the Criminal Procedure Code may be made applicable.

At present court-fee at 11½ per cent is being charged for rent suits. Such a high rates for suits which are to be tried summarily, is very unjust. In the interest of the ryots on whom the whole costs of the suits are ultimately charged and of the landholder who has to find the money for the litigation in the first instance, it is eminently desirable to fix the rate of court-fees at the small cause rate, viz., 7½ per cent, if not at a specially lower rate of 5 per cent.

*Distraints by the landholder.*—The provisions as to service of the demand and distraint notices require revision. At present, the notices have to be affixed to the land even in cases where movable property is distrained from the defaulter's house. In such cases, it should be made sufficient if the notices are affixed to the premises wherefrom the properties may have been distrained (please see provisions of the Revenue Recovery Act).

*Land attachment.*—As per amended Act of 1934, publication of the proclamation, etc., in the gazette has been made compulsory thereby increasing the cost of the already costly procedure. The printing charges for the publication are found to be so heavy that the prices fetched by the sale of lands in many cases will not be even sufficient to cover the costs. This is disastrous both to the ryots and the landholder. The publication serves no useful purpose as it will be admitted on all sides that the ryots do not have any chance of looking into the gazette. As the entire sale proceedings are conducted by the Government, Revenue Department, there can be no fraud and the publication in the gazette is quite unnecessary. The provisions as to publication may be advantageously deleted from the Act.

4. (a) The ryot has an inherent right to water-supply only for land registered as wet. For lands of other descriptions, the supply of water for occasional use is only a matter of contract between the tenant and the landholder.

(b) As the landholder is responsible for maintaining public sources of irrigation for general benefit, particularly for facility of irrigation and progress of cultivation, he has got a superior right over water-sources. This right consists in his power to control and regulate the water-supply. In this respect, his position is that of a trustee on behalf of his ryots.

5. (a) Survey and preparation of a record of rights must be made compulsory. The records should also be compulsorily maintained.

(b) The ryots and the landholder should defray the cost of survey and the preparation of record of rights in equal shares. In the case of unoccupied assessed waste, porambokes, hills and forests, the landholder must pay also the kudivaram share of the costs.

6. Landholder can demand customary levies in addition to rent. These customary levies do not represent the assets of the landholder. They are only his liabilities which have developed upon him. Their collection therefore forms part of his trust. Such levies are (1) swathanthram (customary payments to village artisans) (2) kulavettu or cess for repairing tank, (3) kanganam or cost of collection and supervision of harvest and (4) mahamai or contributions to religious and charitable institutions. These payments are recoverable along with rent.

#### *Rights of tenants.*

7. (a) Facilities for grazing cattle are afforded to ryots by setting apart lands as grazing grounds. Tank-beds when dry are also used for the grazing of cattle. For the collection of green manure and wood for agriculture implements, it is open to ryots to seek the permission of the landholder for enjoying these facilities in the forests of the zamindari which are under the control of the zamindar. In unreserved forests, ryots can with the permission of the zamindar, graze their cattle and collect green manure.

(b) Tenants can have inherent rights to natural facilities only in lands definitely set apart for common purposes. In other lands, the exercise of any rights can only be with the permission of the zamindar, who by virtue of his position and responsibility may provide for all such facilities to the ryots as far as could reasonably be done.

(c) There is confusion in this question. Public paths are communal lands, but not hills and forests. Forest poramboke is a contradiction in terms. Forests are not porambokes. Porambokes are lands set apart for common purposes. Forests are not lands so set apart. Forests and hills are actual and potential sources of revenue to the zamindar and are entirely under his control. Any rights to the tenants in these lands can only be granted by an express order of the zamindar at his discretion, subject to such terms and conditions as he may impose. As regards lands set apart for common purposes, ryots are at liberty, subject only to public discipline, to use the lands for the purposes for which they are set apart. The zamindar as the trustee of the tenant's rights in such lands is responsible for seeing that the lands are not misused or appropriated. Under the existing law, presettlement porambokes when they are not required for communal purposes, revert to Government, while under similar circumstances post settlement porambokes revert to the zamindar.

8. (a) Rainfall in the zamindari is very limited and almost all the tanks are rain-fed, there being no perennial sources of water-supply. An annual expenditure of 10 per cent of the gross revenue would be adequate to keep these irrigation works in good repair. For any large improvements, special provision will have to be made. It is the usual practice to carry out these works by giving contracts to the ryots themselves.

(b) & (c) It seems to be quite unnecessary to vest any powers with the Provincial Government. According to the Estates Land Act, the Collector of the district has ample powers to compel the landholder to effect repairs and to order works to be executed

and the costs to be recovered from the landholder. The landholders are nowadays not unaware of the importance of keeping the irrigation sources in good repair as otherwise there is no hope of their collecting their rents. I would like to point out that in these days, ryots are quite unwilling to do the ordinary kudimaramat works and seem to think that the landholder must pay for every bit of work done. It would be very desirable to make some provision in the Act for enforcing kudimaramat labour.

9. Yearly jamabandi as in ryotwari tracts is absolutely necessary in zamindaris also for the same reasons. The advantageous are too numerous to require mention.

10. Undertenants are defined by Government as persons who hold or cultivate the land by means of a lease or cove oral or documentary under a ryot paying rent direct to the landholder or under a ryot paying rent direct to Government. Such undertenants have no legal status under the Madras Estates Land Act. Both in the interests of the landholder and in those of the under-tenant themselves, it is desirable that the undertenants should have a legal status in relation to the zamindar. At the same time, it is not advisable to recognize leases or coves for very short periods as their recognition would involve considerable trouble to the zamindar in having directly to deal with them. Ryots may be required to bring to the notice of the landholder all sub-tenancy for a period of not less than five years, and the landholder may be required by legislation to enter into direct engagement with such sub-tenants for the period of their tenancy by means of an exchange of pattas and muchilikas with them. There should be no annual change of pattas and muchilikas but only a single patta and muchilika for the entire period of the lease. By this means the sub-tenant will during the period of the sub-tenancy enjoy the same legal status as the tenant, for all purposes. Status involves both rights and liabilities.

11. (a) At present, the Board of Revenue does not exercise any appellate powers over the Collectors in suits tried by the latter. On the other hand, the District Court and High Court do not have any revisional powers over the revenue courts. Thus the appellate powers are exercised by courts which do not have revisional powers while the revisional powers in suits are vested in officers who have no appellate powers. This is an anomalous state of law and will lead to conflict of decisions and confusion. It is, therefore, desirable to vest the revisional powers also in the courts having appellate powers. Thus, the highest appellate authority, High Court—may be vested with the revisional powers also. A special tribunal does not seem to be necessary.

(b) Special courts presided over by experienced revenue officers are best suited to deal with the proceedings between the landholder and his ryots.

12. (a) At present, unauthorized occupation of lands set apart for common purposes can be dealt with under the Land Encroachment Act, through the agency of the Revenue Department. Powers in this respect should be given to the landholder by legislation.

(2) There is no provision in the Estates Land Act, for dealing with unauthorized encroachment on other lands classified as porambokes for example, temple porambokes. Encroachments can at present be evicted only by a civil suit instituted by the landholder. It is desirable if powers in this respect are given to the landholder to deal with such encroachments under the Land Encroachment Act.

(3) Unauthorized occupation of assessed wastes can be dealt with under the Estates Land Act. Where the occupation is for agricultural purposes, the landholder is entitled to the rent fixed for the land and damages not exceeding one year's rent as may be awarded by the Collector on application to be made within one year of the occupation. If the landholder recovers any payment, he can file a suit for eviction within two years of the first receipt. If no payment has been received the landholder can file a suit for eviction within 12 years. It appears that the provisions in the Act cover only cases of unauthorized occupation for agricultural purposes. Where such occupation is for non-agricultural purposes, e.g., for building purposes, quarrying, etc., the provisions of the Estates Land Act do not apply and the landholder can file a suit for eviction, and damages in the civil court under the general law. It is desirable to make the provisions of the Land Encroachment Act applicable in all cases of trespass on all classes of land.

12. (b) Under the Estates Land Act of 1908, as it originally stood, kattubadi, jodi, poruppu, etc., payable by an inamdar were included in the definition of rent. But by the amending Act of 1909, they were excluded from the definition of rent and this has made it necessary for the landholder to file civil suits for their recovery. It is desirable to revise the Act so as to make the provisions of the Estates Land Act applicable for the recovery of kattubadi, etc.

R. M. SUNDARAM, I.C.S.,

Diwan

**Memorandum by Mr. V. Alagappan Chettiar, landlord, and fourteen others, pattadars of Palayampatti zamin, Aruppukkottai taluk, Ramnad district.**

- I. (a) The tenants are the proprietors of the soil.  
 (b) The tenants are entitled to cultivate the lands as they like, enjoy the produce and dispose of the lands by gift or sale.
- II. (a) It is equitable to collect a rent of Re. 1 per acre in respect of dry lands and Rs. 4 per acre in respect of wet lands. The Government should have the right to reduce the rent when there is a fall in prices.  
 (b) A fixed rate of rent should be adopted as in the case of Government lands. When the tenants irrigate their lands from wells sunk at their own cost, the land-tax alone should be collected.  
 (c) There should be statutory provision for remission of rent when the crops are damaged on account of drought or when the lands are left uncultivated.  
 (d) The Government themselves should fix an equitable rent from time to time with reference to the seasonal conditions and the price of produce.  
 (e) As the rents are inequitable in zamin areas, the tenants should have the right to reduce them by taking action through the Revenue Department.
- III. (a) Yes.  
 (b) Provision should be made for levying a tax here as in ryotwari areas.  
 (c) It is equitable and customary to pay a tax of only one-sixth of the produce.
- IV. (a) There should be statutory provision that at least one-fourth of the total rent collected for a year should be spent on repairs to irrigation sources and works.  
 (b) There should be statutory provision for remission of the entire rent when there is a failure of wet crops on account of insufficiency of water-supply.
- V. (a) Yes.  
 (b) The cost should be apportioned as the Government deem fit.
- VI. No.
- VII. (a) One-tenth of the extent of the estate should be set apart for the grazing of cattle.  
 (b) No tax should be levied in respect of places which are used in common by the people for domestic and agricultural purposes.  
 (c) The tenants should have rights with regard to all the places mentioned here.
- VIII. (a) Arrangements should be made through the Government for providing sufficient water-sources.  
 (b) Yes.  
 (c) The Government should exercise such powers *suo moto*.
- IX. Yes.
- X. In zamin areas the pattadars should have equal status.
- XI. (a) A Special Tribunal should be constituted.  
 (b) In special courts.
- XII. (a) The zamindar should seek remedy through special courts.  
 (b) The law should be revised so as not to affect the inamdars adversely.

*Additional suggestions.*

The practice of distraining lands for arrears of rent should be stopped and arrangements should be made for collecting only the rent. The Government should see that one-fourth of the amount of rent collected in a village is spent for providing sanitary facilities in the village.

ALAGAPPAN CHETTIAR & OTHERS.

**Memorandum by the Zamindarini of Melmandal, Tinnevely district,**

- I. (a) The zamindar is the sole proprietor of the zamin lands.  
 (b) The landlord is the absolute owner of the property, of which the tenants enjoy the rights of cultivation on a permanent basis of occupancy or enjoyment, by which the tenant has got a permanent right of cultivation, in the land he enjoys and as such, the landholder and the tenant have equal interest on the land.
- II. (a) and (b) The rent should depend upon the quality of the soil and also taken as a whole the average income for a period of twelve years. Further a deduction is to be made for the interest on capital invested on the land by the tenant and also the cultivation expenses. The remaining sum is to be divided equally between the landlord and tenant. In addition, the latter is to pay to the landlord his proportion of the peishkush, and this forms the entire rent.

(c) As the rent bears an average for 12 years, there is no necessity for any statutory provision for any remission. Emergent and deserving cases may be decided as occasions arise, but this should not be made into law.

(d) The above mentioned uniform rate in rent can be permanently fixed, except when waste lands are given for cultivation purposes; where a lower rent is fixed in view of the uncultivated soil. The landholder is entitled to enhance the rent of the above land, according to the cultivation and income of the lands.

(e) When once the rate of rent is fixed, there is no need to reserve any powers for the Provincial Government, to revise, reduce or alter the rents by executive action through the Revenue Settlement officers, the disputes arising out of the question of rent can be conveniently settled by the civil and revenue courts.

III.(a) and (b) In the matter of collection of rent and taxes, in addition to the facilities enjoyed under the present system, the assistance rendered by government officials especially in a case of distraint (of immovable properties) should be made easily accessible.

(c) The expenditure and the avoidable delay in the matter of conducting the sale of holdings as well as the excess time-limit mentioned in the sale notices found in the amendment to the Estate Land Act, in the year 1934, should be minimized. It is proper to minimize the expenditure incurred by way of batta paid to process-servers and amins. By conferring full rights on the landholders in conducting sale of holdings, the incidental expenses incurred on amins and process-servers can be cut down. A copy of the detailed proceedings of the sale, should be sent to the revenue authorities. Fifteen days' time is sufficient for demand notices and sale notice.

IV. (a) Permanent lease-holders have got a right to use the water from the irrigation sources only for the lands they use or enjoy. The pattadars have absolutely no right to water, except on payment of water-tax.

(b) The landholder has got the absolute right over the irrigation sources, as he has to distribute the water to all the neighbouring tenants equally.

V. (a) and (b) All the estates have to be surveyed and a record of rights should be maintained. But in cases, where the zamins and the tenants are unable to bear the costs of such compulsory survey fails to produce the desired effect. If on the other hand, a compulsory survey is made, the expenses of the survey is to be borne by the tenant and the landholder in the ratio of 2:1, i.e., two parts by the tenant, who is really benefitted by such a survey and one part by the landholder who will have to keep the necessary record of rights.

VI. Usage and custom permit the landholder to collect some cesses and also such taxes levied by the Government from time to time, for the benefit of the general public. As the tenants enjoy the benefits more than the landlord derived by payment of such taxes, they are bound to pay their portion of such taxes and customary levies, in addition to the rent.

VII. (a) So far as this zamin is concerned, pattas of large extent of lands on a minimum rate of rent have been granted to the tenants in each village for grazing purposes. Collection of green manure and wood for agricultural implements are taken from the forest trees on these patta lands. The remaining forest as a whole, on these patta lands belong to the zamin.

(b) As the pattas are granted on a low rate of rent, there is no exclusive right as any to the forests to use them for their domestic and agricultural purposes. But they are allowed to use them on permission for agricultural purposes free of cost.

If the tenants convert the low-rated patta lands into cultivable lands after obtaining permission from the zamindar then an additional higher rate of rent shall be levied upon such lands.

(c) Refer 7 (a) with regard to public paths, it is provided as public paths in the accounts and the tenants are entitled to use them only as public paths. They are not allowed to use them otherwise.

VIII. The zamindar is the proprietor of all the water-sources in the zamin. (The necessity and the right have been explained in paragraph IV (b).) If there is mutual goodwill and co-operation among the tenants and the zamindar, and also if the Government helps by giving loans wherever needed for improvement of irrigation sources, the landholder can maintain these water-sources in an efficient condition and thus he can relieve the poor tenant a great deal.

(b) and (c) It is not right for the Government to encroach upon the rights of the landholder where the landholder has got the absolute right to the water-sources. If the landlord fails to take the necessary and proper steps to repair or maintain the irrigation

sources, the tenants are entitled to do the necessary repairs and claim the cost from the landholder and thus it must be left between the tenant and landholder. There is no necessity for the Government to interfere in this matter.

IX. The jamabandi of every year is a necessary one.

X. Undertenants have no *locus standi* in this zamin and the landlord has no direct relations with them.

XI. (a) So far as zamins are concerned, there is no real benefit from the Revenue Board, as it is constituted at present. Hence a special tribunal is recommended.

(b) The present civil, criminal and revenue courts are sufficient to deal with the cases that arise between the landholder and the tenant. But in cases, where disputes arise in the matter of jurisdiction, a special tribunal composed of revenue, civil and special officials, may be constituted to examine and settle the question.

XII. In cases of unauthorized occupation of lands, it is suggested that the zamin is entitled to have compensation.

(1) Three years income from the land and hand over the land in question  
or

The value of the land, three years land-tax, and compensation for the unauthorized occupation of the land.

For purposes of rent calculation.

II. (a) and (b) For wet lands one-fourth of the total income. For dry lands, one-sixteenth of the total income may be fixed.

In calculating the total income, an average for 12 years may be taken.

#### *The palmyras.*

Apart from the questionnaire, we propose to draw the attention of the Government regarding the ownership of the palmyras in the zamindaris, and the palmyra tax which exists from time immemorial. In this connexion we are quoting some extracts from the Tinnevely District Gazetteer for reference.

#### *Early history.*

"From the days of the Nawab and probably from a much earlier period, all palmyras had been assessed separately from the land and the Government had full rights, to the timber of the trees. Under the Nawab, these trees were leased out over large tracts for a lump sum to the head inhabitants who were left to collect the amounts from the inferior ryots." "Mr. Lushington had the palmyras counted classed and assessed at so much a hundred and there seems little reason to doubt that many of the curious rates which at the time of the recent settlement, were still found in various villages actually dated from those early times. The 'palmyra tax' formed from the beginning of the company's rule an important item of the revenue and they were classed 'Ready money collections' contributing over a lakh of rupees annually."

More information can be had about the palmyras and the palmyra-tax from pages 306-309 under the heading "Land Revenue Administration" from the Tinnevely District Gazetteer.

This custom of taxing palmyra exists from immemorial time, even long before the Nawabs' administration, and still it is continued in some zamindari areas, as well as our own. There is no clear and definite provision in the Estates Land Act, as regards palmyras and palmyra tax. In 1874, Mr. Puckle was appointed to act as Director of Settlement. He classed the palmyra tax as a revenue income. In the zamindaris also the palmyra tax is recognized as "Revenue Income" all these years. But for some years past, some disputes are going on between the tenants and the zamindars about the title of the palmyra and also the palmyra tax. Even the courts find it difficult to decide the disputes without any definite statutory law in the Estates Land Act. Under these circumstances the landholder is at a disadvantage to move with the tenants in an amicable manner and he is unable to adjust the matter between himself and the tenant. By these disputes, the zamindar and the tenants alike have wasted enormous money in the law courts to decide these issues without any result. So far they have lost confidence in each other and thus whatever good might have been to the village, the co-operation of both have been wasted. The provisions of the Estates Land Act of 1908, and also of the amendments of 1934, are vague, insufficient and indefinite as regards the ownership and tax on palmyras, which have a past history of their own. To prevent all these irregularities, the Government should recognize the landholder as the owner of the palmyras, as in the past and the palmyra tax as the rent through the statute book.

We earnestly desire and suggest that special attention should be given to this subject, keeping in view of the facts mentioned above—Reference: Pages 306-309 of the Tinnevely District Gazetteer and Chadwick's administration report of 1908.

**Memorandum by the Zamindar of Sevalpatti, Nalli Chatram, Kollpatti Post,  
dated 27th November 1937.**

All the accounts about the year 1803 are in cadjan, it is very rare to find people who could read them freely at present and hence I cannot send the figures within the time fixed by you.

By "pattabandi" I believe that you mean the year of permanent settlement.

I believe the rates of rent must have based on approximate yield and the value that then prevailed. As I perused the old accounts forty years ago, from what I recollect I quote the following figures:—

Name of articles, quantity or weight.	Price that prevailed about the first decade of the nineteenth century.	Approximate price at present.	Remarks.
	One Ponn plus one-fourth—		
Grains—Paddy—One kottah of 96 Madras measures.	About Rs. 2-8-0	.. About Rs. 6-8-0.	
Sajjalu or cumbu—One kottah of 96 Madras measures.	About Rs. 2-8-0	.. About Rs. 8-10-0.	
Cotton—One pothi of 240 lb.	.. About Rs. 6-0-0	.. About Rs. 19-0-0.	

In my estate the rent per acre of wet land is ordinarily as it is in the Government villages in the neighbourhood and in some cases it is far below that in Government villages. So far as the dry lands are concerned there was almost no variation in rents of dry lands within sixty years. They also compare favourably with the rents in Government villages in the neighbourhood.

I. (a) Generally the zamindar and the tenant are the joint proprietors of the soil.

(b) The tenant has a right to cultivate the soil improving the land by way of digging wells, ridging, etc.

The zamindar has a right of collecting rent for lands other than his own pannai lands, mining, treasure trove, constructing channels passing through lands of several tenants.

II. (a) Rent fixed and being paid for decades together without variation. In case where rent has been fixed for lands under sharing system and the same has been commuted on the price of grain then prevailing, the equitable rent should be fixed according to the current prevailing rate.

(b) Same as II (a).

(c) There should be no remission of rent.

(d) Better to allow the Civil Court to determine what is a fair rent. The officers should not be allowed to have their own way in determining the rates. Some principles must be enunciated without affecting either the zamindar or the tenant.

(e) The Provincial Government should not be allowed to revise, alter or reduce the rents.

III. (a) No. But the procedure should be simplified.

(b) The right to attach movables of defaulters should continue.

In cases where lands have to be attached for arrears, a subordinate officer like a Tahsildar might summon the defaulters at suitable centres to enquire the defaulters personally and if the rent could not be paid immediately on that date the subordinate officer or Tahsildar himself should issue notice of attachment of landed property, notify that in the village by tom-tom and sell the land in about six weeks if the arrears could not be paid within that period.

(c) Same as III (b).

IV. (a) In cases where the lands are wet cultivated and the rents that are being collected for the land are on the understanding that water should be supplied by the landholder for cultivation, the right of tenant for irrigation must be recognized as appurtenant of the rent.

(b) Yes. The landholder has a superior right in the water sources in the estate. The landholder by improving the irrigation sources could increase the extent of wet cultivation by using the excess quantity of water without prejudice to the existing cultivation.

V. (a) Yes. But in cases where the landholder is not in a condition to pay the cost, the Government must lend for his share of the cost and recover it by long instalment as in twenty or thirty years.

(b) Both the landholder and the tenant must each bear a moiety of the cost.



VI. The landholder should demand levies when they are customary and reasonable, viz., a charge for temporary and urgent repairs for irrigation works as it existed even in ryotwari villages and of mamool if they are in consideration of extra expenses by enquiry for the transfer, etc.

VII. (a) It is not uniform in all the estates. Village cattle are in these parts graze-free in borders of small porambokes and lands when not under crop.

Grass, babul parts and manure leaves in porambokes and waste lands not assessed are leased out by landholders.

(b) No.

(c) People use public cart-track free but in footpaths passing through patta lands the pattadar usually closes it when the lands are under crop.

In communal lands as cattle-stand or manthai, the landholder does not interfere. But trees in all communal lands belong to the landholder.

In the hill and forest porambokes it appears that unless tenants have prescribed rights in certain tracts for grazing or removing wood for agricultural purposes, they belong entirely to the landholder.

VIII. (a) First an enquiry should be instituted whether it is customary that the landholders or tenants should repair the irrigation works in particular cases and there should be no undue interference by courts.

(b) Yes.

(c) Only on application by parties.

IX. No. It is superfluous.

X. In dry tracts in these parts, there are no under-tenants system. If the under-tenant or his family continuously occupies the land for over sixty years, he might be given full right of tenant over 20 per cent or 25 per cent of the land he had been occupying. If he had occupied the land for periods below it, but exceeding twenty years he might be given compensation equivalent to one year's rent for every ten years.

XI. (a) The Board of Revenue might continue with restricted powers.

(b) Both in revenue and civil courts.

XII. (a) There should be simple procedure in ejecting an unauthorized occupation of the lands by the ryots and others.

(b) Yes.

SUBBA NAIKER,  
Zamindar.

**Memorandum by M.R.Ry. S. Sankaranarayana Ayyar Avargal, M.A., B.L.,  
Zamindar of Sankaranagar, residing at Vannarpet, Tinnevely, dated 28th November 1937.**

I. (a) The zamindar is the proprietor of the soil. This is borne out by (i) the terms of the grant, (ii) legislation, (iii) judicial decisions, (iv) custom immemorial.

For (i) the istimrar sanads should be perused. For (ii) the wordings of some of the sections of the Proprietary Village Services Act and the Madras Estates Land Act may be noted. For (iii) the decisions of the Madras High Court in certain cases regarding resumption of inams and some decisions of the Privy Council regarding distinction between ryotwari and zamindari tenure may be noted. For (iv) the fact that there was no occupancy right for the tenant prior to 1908 may be noted. Authorities and details for the above will be cited by me at the time of my examination as a witness.

(b) The tenant has permanent right of occupancy in the land and right to transfer the same subject to the payment of rent to the landholder. He has simply limited rights to occupy the land for agricultural purposes alone. (See section 151 of the Madras Estates Land Act.) Impairment in the value of the land and rendering it unfit for agricultural purposes will be grounds for ejectment.

II. (a) As is the basis in the ayan tracts 50 per cent of the gross profits will be fair and equitable rent.

(b) From this 50 per cent of the gross profits which the proprietor gets, he has to pay tax to the Government irrespective of the lands being cultivated or otherwise which percentage of tax varies with different estates. In some estates the tax is half the collection. That means the zamindar shares half the rent with the Government.

Out of the 50 per cent gross income which the tenant gets his cultivation expenses have to be taken into account which will in no case exceed 25 per cent. Really speaking the income from the zamin lands is practically taken in four shares—one by Government, one by the zamindar, one by the tenant and one spent for cultivation.

(c) Under the present circumstances there should not be any statutory provision for remission of rent as (i) the peshkash is not depended upon the collection or remission of rent; (ii) there is no provision for reduction of peshkash on any ground; (iii) any reduction could not be thought of without a corresponding reduction on the peshkash due to the Government.

(d) To settle rent once for all is only advisable course, because (i) there will be an incentive on the part of the tenants to increase their income by proper cultivation; (ii) it will put a stop to litigation between landholder and tenant; and (iii) it will secure harmony between landlord and tenant.

(e) Section 38 of Act I of 1908 itself requires revision. The grounds of soil deterioration and fall in staple prices cannot be grounds for reduction. Soil deterioration can be rectified by the tenant and the fall in the market price is one for which the landholder should not be made the victim and the loss should be shared equally by all the four sharers—the tenant's and the labourer's share being made to be borne by the tenant and the other half equally by the Government and the proprietor.

### III. (a) Yes.

(b) The village officers who are supposed to collect rent for the landholder in practice do not obey him as they think that they are the subordinates of the revenue officers. Any complaint about their dereliction of duty is to be met with by an enquiry before the Tahsildar in which the zamindar figures as a complainant, the ultimate power of punishment vesting only in the revenue officers.

In some estates even to-day the zamindars are made to contribute half the pay of the village officers, the said amount being collected along with the peshkash while the proprietors have really no effective check over the village officers in their duty to the landholder.

(c) Under the existing amended Act the process is very cumbersome and expensive. The proceedings for collection of rent take nearly a year in the Revenue Divisional office. The cumbersome procedure is attendant with publication in the Gazette at each stage and the tenant has finally to bear the whole burden.

Insistence on sale certificate engrossed on stamp paper failure to take which entails 10 times the penalty should be done away with. The procedure for collection of rent by the Government as in the Revenue Recovery Act may be copied in the Madras Estates Land Act.

IV. (a) Water-supply is matter of contract between landholder and tenant. Evidence—(i) Distribution, (ii) entry in pattas, (iii) supply in seasons, (iv) increased water charges for unauthorized use, (v) recognition of water channels.

(b) Yes, (i) He could grant water for any purpose but subject to the conditions of his contract with the ryots; (ii) he is the owner of the water—there are a number of decisions to this effect; (iii) he can grant water to nanja mel punjas and punja mel nanjas, etc., on conditions.

V. (a) There are already olugu and adangal accounts. Those also are survey conducted in those times. There are also record of rights. Re-survey charges are heavy and not necessary. It need not be compulsorily done. If survey should be conducted on modern lines, the landholder should not be made the victim.

(b) If modern survey is made compulsory then the charges for surveying occupancy lands should be borne by the ryots and for other lands by the zamindar—the apportionment being on the principle of "four-sharers" enunciated by me in my reply to question II (e).

VI. Yes. The amools have dwindled to a small amount that is paid at the time of transfer of pattas. This cannot be considered out of the way as the landholder has to keep an establishment for the specific purpose.

VII. (a) Tenants have no rights except by express permission. This permission cannot be twisted into a right or an origin for the creation of a right. Even in ayan tracts there is no such right.

(b) No. The public paths and communal lands can be used by the ryots strictly for the limited communal purposes for which they are granted. They cannot be enlarged or extended. The zamindar has the right of reversion where there is no use for them.

Hill and forest porambokes are in the entire discretion and disposal of the zamindar. The ryots have no right over them. Neither have the tenants in the ayan tracts any such right.

VIII. (a) It is an admitted proposition that the irrigation sources must be well maintained. But in working out the same the landholder should not be penalized. The tenants must bear half the cost of the irrigation works and the zamindar half. That is the mamool in many estates even now. There are contracts registered recognizing this mamool in many estates. This is also in consonance with the zamindar and the ryot sharing the produce in equal halves.

(b) Provincial Government may interfere only in such cases where the ryots fully tender their half and the landholder fails to do the irrigation work. There is no provision in the Estates Land Act to collect the tenants' contribution even when the landholder wishes to make the improvement. Even in cases of registered leases where the ryot has expressly contracted to pay his quota there is no provision for speedy collection and the work suffers because of the defect in collection.

(c) Such powers should be exercised only on application by parties and hearing the other party on the merits. Speedy and summary procedure must be made available for appealing against the same.

IX. Yearly jamabandi is necessary but it should conform to the Government jamabandi. In the Government jamabandis the chief principle is collection and nothing remains uncollected. In zamindaris only the amounts are noted which are in many cases constructive and not real. In this connexion also it must be said that there must be easier and cheaper modes of collecting rent. The village officers must be made directly responsible to the zamindar as already stated and provisions must be made for the landholders to check the village officers as the Tahsildar has over the ayan ryotwari village officers. As in ayan tracts the zamindars should be given full statutory powers to realize their dues speedily leaving the ryot to sue the zamindar for excess payment or irregularity if any.

X. At present the undertenant is responsible to the pattadar who in turn is responsible to the zamindar. Any payment to the zamindar by the undertenant is deducted by the undertenant in his dues to the pattadar. Really the pattadar is an intermediate landlord. Such a position is inconceivable in zamindari areas and may be put a stop to by legislation. Till then the intermediary landholders should be treated under law as ryots and the undertenants having no legal status. The recovery of rent from the intermediate landholder has to be made by a civil suit under the existing law, and the provisions of the Madras Estates Land Act are not made available to the landholder against them. Such an anomaly should be done away with.

XI. (a) In view of—

- (i) the intricate questions of law and fact that arise between landholder and tenant;
- (ii) the already heavy routine duties that the Board has at present to perform;
- (iii) the non-existence of the necessary legal training to the officers that manage the staff at present; a special tribunal is preferable.

(b) For the same reasons special courts should be constituted with jurisdiction over specific areas as itinerent courts.

XII. (a) There is no relief provided now in the revenue courts. The only remedy in a civil suit. Otherwise he has to acquiesce in the encroachment and treat him as a ryot and can claim only additional rent under section 42 of the Estates Land Act.

Specific summary provision should be made to eject them from the lands. It is, in my opinion, quite within the purview of the Estates Land Act as much to enforce prohibition against the non-tenants as to specify relationship between landholder and tenant as the land concerned is a land of the estate.

Want of drastic provisions is also detrimental to tank and channel beds when they are encroached upon. Non-provision will lead to several suits and inconvenience the landholder as these are liable to be encroached upon by many.

(b) The law should be revised. The procedure should be the same as collection of rent from a ryot notwithstanding any contract to the contrary.

**Memorandum by the Zamindar of Etaiyapuram, dated 28th November 1937.**

I. (a) The zamindar is the proprietor of the soil of all lands inclusive of sub-soil, minerals, etc., within the zamindari. The tenant, to whichever class he may belong, has no right to the soil, and is therefore not the proprietor of the soil. (Vide sections 5 (1), 7, 10 (2), 11, 149 and 151 of the Madras Estates Land Act.)

(b) The tenant of ryoti lands can cultivate the same, subject to the condition of payment of rent to the proprietor. He should not materially impair the value of the land and render it unfit for agricultural purposes and if he does so, he can be ejected.

II. (a) The conditions of tenure, rent, etc., differ from one district to another and from one estate to another. One-third of the net income may be a reasonable rate. So far as this estate is concerned, the rates were fixed more than 60 years ago and were never again revised. It is much lower than those for similar lands in the adjoining Government villages and may therefore be continued. Complaints of excessiveness of rate of assessment has not been put forward in any area except one (Golvaripatti) where the rent has been reduced very considerably.

(b) Market conditions: facility for taking produce to the market and agricultural expenses.

(c) It is better to have statutory provision for remission of rent—

- (i) The ryot should apply for remission in time before the crops are removed,
- (ii) remission may be granted if the yield be below 3 annas in wet areas, and
- (iii) there will be no remission for dry lands.

(d) The principles ought to be defined.

(e) Not necessary. Chapter III provides sufficient remedy where necessary.

III. (a) & (b) The proprietors should be given adequate powers to facilitate collection of rent lest they should be put to much trouble for payment of peishkush in time. Though the rules framed under section 32 of Act II of 1894 enjoin that the rent due to the proprietor should be collected and remitted by the headman, they never do it properly and so the power to suspend village officers and servants for slackness or neglect of duty may be conferred on the proprietors. Besides the proprietors may be empowered to attach movables including crops to the extent of arrears and to have them sold in public auction.

(c) There are three methods by which arrears of rent could be collected—

(i) attachment and sale of movables, (ii) attachment and sale of lands and (iii) by rent suits.

(i) *Distrain and sale of movable property.*—The cost of court-fee stamps comes to Rs. 8-4-0 for recovery of an arrear of even an anna in a holding, which is prohibitive and a heavy burden on the defaulting ryot and the landholder, since the latter has to deposit the cost first as below.

*Particulars of costs.*

	RS.	A.	P.
(a) Notice for service on a single ryot in a holding	...	0	8 0
(b) Application for sale	...	0	12 0
(c) Proclamation of sale	...	1	0 0
(d) Fee for sale	...	1	0 0
<b>Total</b>	...	<b>3</b>	<b>4 0'</b>

This is considerable sum and this must be avoided.

(ii) Sale of ryot's holding.—The Amendment Act VIII of 1934, has rendered the procedure under this head more cumbersome and costly resulting in a heavier burden on the defaulting ryot and a penalty on the landholder who resorts to a sale of the holding for the recovery of an arrear of rent. Simpler procedure must be laid down and gazette publication avoided, thereby reducing the expenditure involved.

(iii) Section 77—Suits to recover arrears of rent.—The existing practice in trying rent suits by the Divisional Officer may continue. Some suitable measures may be taken to dispose of suits, etc., as expeditiously as possible. Reduction of court-fee is also necessary.

IV. (a) The zamindar has got sole right from time immemorial over the water sources and courses, waters natural, artificial, perennial and occasional, within his zamindari and the ryots are permitted, if required, to use such water for irrigating their dry lands on condition of payment of the usual ordinary water rate and this right has been duly recognised by various decisions of the High Court and Privy Council.

(b) The supply of water to the ryot is a contractual obligation when there is water. Subject to this, the landholder has a superior right.

V. (a) Survey and preparation of a record of rights in estates are necessary.

(b) It would be fair, if the landholder and the ryot bear the cost of survey of ryoti land in equal shares, the cost of stones being exclusively borne by the ryot.

VI. So far as this zamin is concerned, one customary fee known as sandippu of 12 annas for 100 rupees is levied from the ryots in addition to the rent specified in the patta.

VII. (a) Grazing on unreserved lands are allowed free. Green manure is leased out from a very long time. Collection of wood for agricultural implements is also freely permitted on applications. In reserved forests where a special establishment is maintained, grazing and collection of green manure are permitted on payment of fixed fees. These rights are generally leased out. There are no grants for agricultural implements in reserved forests.

(b) The tenants have not acquired any inherent right of usage.

(c) The ryots use public paths and communal porambokes for the purposes for which they are set apart and if they use it otherwise, they will be ejected or otherwise dealt with.

2. As regards the hills and forests, the zamindar is the absolute owner thereof from time immemorial and large sums of money have been invested on them from generation to generation in plantation of trees, etc., and in maintaining a permanent forest establishment for conservancy and to prevent stealthy removal of trees, etc.

VIII. (a) The amended Act VIII of 1934 contains complete provision for all such cases and no further action is called for.

(b) This is unnecessary.

(c) The question does not arise, for reasons against (b).

IX. (i) Yearly jamabandi is very essential for the sound administration of the estate. During jamabandi all the village accounts are checked to see whether all orders relating to assignments of lands, patta transfers, powthi, relinquishment, etc., issued during the fasli are duly carried out and the total beriz is correctly entered.

(ii) It is necessary to make clear provisions by amendment of section 52 that exchange of valid patta and muchilika made in a particular fasli shall continue to be in force for all proceedings under Chapter VI of the Madras Estates Land Act so long as there are no changes of any kind. This will save a good deal of trouble and labour in writing up all pattas and muchilikas every year during jamabandi, since it really serves no purpose. It will also avoid lot of other complications. Where and when a party applies for patta it should always be issued.

(iii) For jamabandi and issue of pattas the services of the karnam are indispensable. But proprietors have no direct control over him and they are really at his mercy and so it is necessary that proprietors should be empowered to suspend the village officers and servants at least for a period not exceeding three months subject to right of appeal to the Collector. If the Government really want that proprietors should get on with the administration of their estates satisfactorily this concession should be allowed.

X. (1) the pattadar, and

(2) the zamindar.

(i) Any person who notifies himself to the landholder that he is the cultivator of a ryot's land can be recognised as such.

(ii) Any person who cultivates on lease the private land of a landholder, may be styled as lessee.

(iii) Undertenants should have no legal status whatsoever.

XI. (a) Yes.

(b) The present system of proceedings between landholders and ryots being tried in revenue and civil courts may be continued.

XII. (a) All unauthorized occupiers of lands in zamin must be ejected through the Revenue Divisional Officer on an application made to him by the landholder. The trespasser should be made liable to pay heavy damages.

(b) At present, the law is very ineffectual and unenforceable. Legislation defining these items at rent collectable under the Estates Land Act must be undertaken.

**Memorandum by C. Vemba Ayyar, Mittadar, Vairavankulam, Tenkasi taluk, dated 21st November 1937.**

1. (a) The mittadars are the owners of the lands.

(b) The ryots have the right to enjoy the crops paying the tax fixed for the land. They have got the right to sell the lands. The mittadars have the right to collect the taxes in the capacity of the owners of the lands. The mittadars have also got the right to issue pattas to the ryots.

2. (a) As far as our mitta is concerned the ryots have been paying and the mittadars have been collecting taxes for a long time according to the permanent sale deed entered into between the ryots and the mittadar of their own free and will.

(b), (c), (d) and (e) This can relate only for the lands to which taxes are not yet permanently settled. The ryots and the mittadars in the mitta have come to an agreement of their free will as to the taxes to be levied after taking into consideration the income of the lands for ten years and after executing registered documents to the effect that the taxes should neither be reduced nor enhanced and the same is followed by both parties. So there is no necessity for any legislation for newly settling the taxes to be levied.

3. (a) & (b) The accounts are prepared by the village munsif and karnam and the taxes are collected through them. If the mittadars have full authority either to retain or to dismiss the present village officers from office no new person need be appointed.

(c) As matters at present stand, since three kinds of proceedings are to be taken to collect the balance of kist due from the ryots under section 77 of the Madras Estates Land Act before the Collector, unnecessary expenditure has to be incurred both by the mittadar and the ryot and since the officers before whom proceedings are to be taken are touring officers, they are also put to much difficulties and loss. Further, if auctions are not conducted by the revenue authorities strictly adhering to the rules under the Act such auctions are set aside by civil courts. It will be very convenient and profitable for both the mittadars and the ryots if the proceedings under the Estates Land Act are conducted by a special non-touring officer appointed for the purpose. In the alternative the civil courts of the respective divisions may be empowered to try those suits and that also will be profitable and convenient.

4. (a) In this mitta the land tax includes water-tax. If irrigation is conducted through improper sources water-tax is levied.

(b) The mittadars are responsible for the supply of water for use for irrigation purpose by the ryots. In times of water scarcity the mittadars have got the right to fix certain hours for each ryot to use the water according to the extent of land which he holds.

5. (a) Survey is necessary.

(b) But in this mitta such expenses are to be borne by the ryots themselves as per the terms of the agreement between the mittadars and the ryots.

6. It is usual in this mitta to collect cess, kaval fees, fees for the person in charge of the regulation of water-supply, fees for the thotti and barber, and contribution to the temples, Amman temples and Sastha temples and appropriate the same for the respective uses.

7. (a) The ryots have got no right over the grazing lands in the possession of the mitta and the other things necessary to agriculture found in places belonging to the mitta.

(b) There is no place for free use in this mitta from generation to generation. Such places are to be made use of only with the previous permission as was done in the past.

(c) The ryots have not got any right over common pathways communal lands, hills, and forest poramboke lands. They belong only to the mittadars. Ryots are using the common pathways as usual. The ayan ryots have got no right to enter ayan forests and take green manure in such forests such as leaves, etc. In the same way zamin ryots have got no right to use such agricultural manures as may be found in the zamin forests.

8. (a), (b) & (c) The repairs to the tanks, etc., are conducted by us after the petition from the ryots to that effect and the cost of the same is collected by custom from the

ryots proportionately. If repairs are not effected by the mittadars the ryots may petition to the Government and if the mittadars do not repair the same after notice being served on them by the Government, the Government may interfere.

9. Annual jamabandi is not necessary in ryotwari villages. By such annual jamabandi the ryots have to undergo much difficulties and incur losses.

10. There is no legal relation between the mittadar and the tenant of a ryot.

11. (a) & (b) It is not profitable to get relief in case there are any disputes between the mittadar and the ryot through a Special Officer appointed as per paragraph 3 (c) or through civil court.

12. (a) It is enough if there were to be remedy through the Special Officer in case the ryots use lands illegally.

**Memorandum by Mr. E. Kanakasabathi Chettiyar, Mittadar of Gundalore and Tiruvettanallore, Sankarankoil taluk, Tinnevely district, dated 21st November 1937.**

I. (a) The zamindar or the proprietor of the estate is the proprietor and owner of the soil. (Vide preamble and section 2 of Regulation of 1902.)

(b) The tenant has the right to cultivate the land assigned to him by the proprietor and pay rent or waram on the land to the zamindar or proprietor who is entitled to the same.

II. (a) According to ancient custom based on dharma, one-sixth share of the gross-income from the land goes to the landlord or proprietor. But this has gone owing to several changes in this country where the proprietor has a right to half share of the produce.

(b) The considerations for fixing a fair and equitable rent are :—

(1) the produce,

(2) the nature of crops staple or commercial, and

(3) the social obligations or duties devolved on the proprietor can claim half of the share as a maximum.

(c) Yes, remission should be granted for failure of crops, or damage thereto, due to natural influences, such as, drought, floods and pests affecting crops and any local defects in the maintenance of irrigation works by the proprietor. Proprietors also should have a proportionate reduction of peshcush.

(d) Permanent settlement of rent is not advisable for a particular area.

(e) Yes, the Provincial Government should intervene in the matter wherever there is inequity in the matter and render justice to parties.

III. (a) & (b) Yes, on the lines which the Government possess in the class of ryotwari land. There can be no arrears of land revenue on any account in the Estate. Sale of land for arrears should be made less cumbersome and costly to proprietors.

(c) The same measures as are adopted in the case of ryotwari lands, by the Government. [Vide answer to (b).]

IV. (a) The rights are exercised as a contract between the tenants and the proprietor of the soil. The proprietor gets considerations annually or perpetually from the tenants in the share of water-rate or rent, or assessment or even voluntary labour.

(b) Yes. He is the rightful owner and custodian of the right.

V. (a) *Survey and Record of Rights*.—Yes, survey and record of rights should be maintained. At present the cost thereof collected by the Government is prohibitive and hence several landholders have not taken advantage of survey and record of rights.

(b) Equal shares by the landholders and tenants.

VI. *Levies from ryots in addition to rent*.—No extra levies should be made. A mutual consent should be provided for.

VII. (a) *Utilization of local natural facilities*.—The tenants should have free grazing of cattle and collection of green manure and wood for agricultural implements on permit within the estate by paying a nominal price within the means of the resident tenant or cultivator to the proprietor so as to provide for the establishment for the conservancy of hills and grazing grounds.

(b) They have no inherent right to such use.

(c) The public paths and communal lands have been intended for common use for a common cause based on dharma or a sound custom. Hill and forest porambokes are estate lands and the proprietor is the owner who can exercise full control regarding their utilization; tenants have to obtain permission from the landholder for any consideration for the use of such hill or forest porambokes.

VIII. (a) *Maintenance of Irrigation works.*—The present principles according to the Estates Land Act suffice well.

(b) Yes, the Government can do the work and recover the cost thereof, from the landholder if there be wilful neglect by him.

(c) See answers to previous questions.

IX. (a) Yes, this will keep on the Revenue Administration of estate, on a sound state. But at any rate, there should be a settlement in cases where changes have occurred.

X. (1) An undertenant who is a cultivating ryot of a pattadar, who receives patta, is a wage earner or labourer for agricultural purposes, employed by the pattadar annually. Hence, cultivating tenant is an agricultural labourer, who has no vested right in the land.

(2) The zamindar should treat the cultivator or undertenant of his own or pannai land for the purpose of agriculture in the same manner as a pattadar would treat him.

XI. (a) The Board of Revenue is no good as it always acts on Collector's reports and sometimes justice fails. So, a local special tribunal should be constituted to minimise expenses incurred by both parties.

(b) In a court where the Judge or deciding authority is a Subordinate Judge or District Munsif or a Deputy Collector specially appointed for the purpose.

XII. (a) The zamindar or the proprietor should have power to evict the encroaches on pain of penal assessment, but at the same time, he should have discretionary powers to assign such unauthorized occupation to the tenants and treat them as ryoti lands.

(b) No revision of existing law is necessary. There has been no disharmony among the inamdars and zamindars, or estate in which they are enjoying such inams.

R. KANAKASABAPATHI CHETTIYAR,  
*Mittadar.*

**Memorandum by Mr. T. S. Piramanayagam Pillai, Mittadar and Bench Magistrate, Tinnevely, dated 2nd December 1937.**

I have adopted the answer given to the committee by the Southern District Landholders Association as it closely approximates to my own views on the matter. There are however two things on which I would like to express myself more fully and they are (1) the power of distraint of movables of a defaulter and (2) the necessity of a survey of estates.

Though the power of distraining movables of a tenant in arrears has been given to a landholder, mittadars in this district are unable to exercise this power and are put to considerable hardship in realising their just dues—as the other remedies—suit before the Collector and sale of the tenant's holding are costly and involve delay. It is necessary therefore that the mittadars should be clothed with the power of distraining movables of a defaulter.

I also feel the imperative necessity of a survey of all estates as the landholder often finds it difficult to distinguish between a trespasser on the land and a cultivating tenant. If a survey is made and as a corollary a record of rights is maintained the landlord will not be faced with this difficulty nor with the task of settling quarrels between the rival claimants to the same land.

T. S. PIRAMANAYAKAM,  
*Mittadar and Bench Magistrate.*



**ESTATES LAND ACT  
COMMITTEE**

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**MEMORANDA**

**SUBMITTED TO THE COMMITTEE**

**PART II**



**MADRAS  
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS**

**1938**

## PREFATORY NOTE

The Memoranda contained in these volumes were received by the Committee in response to the questionnaire issued by it.

Part I contains Memoranda submitted by Landholders.

Part II contains Memoranda submitted by Ryots and Ryots' Associations. Some Memoranda contained several signatures, in some cases numbering about two hundred, most of which were illegible; and some persons affixed only their thumb-impressions. It was thought, therefore, advisable to omit the names of the persons signing the Memoranda. The first name alone was taken and the Memorandum is printed as from him and other ryots.

Part III contains Memoranda from other members of the public and organisations who have taken interest in the problems under enquiry.

Where the same or identical Memorandum was submitted by different persons or as from different villages, only one of them has been included in this volume.

A supplementary volume will be issued containing Memoranda received after time and which could not, therefore, be incorporated in these volumes.

MADRAS, 27th June 1938.

T. VISWANATHAM.

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## PRESS COMMUNIQUE

### PARLIAMENTARY COMMITTEE TO ENQUIRE INTO THE CONDITIONS PREVAILING IN ZAMINDARI AND PROPRIETARY AREAS.

On the 10th and 25th September 1937, respectively, the Madras Legislative Council and the Madras Legislative Assembly agreed to the constitution of a Committee consisting of six members of the Assembly and three members of the Council, to enquire and report on the conditions prevailing in zamindari and other proprietary areas and any legislation that may be considered desirable in connexion therewith, with particular reference to the following matters :—

- (1) The juridical interests of the ryots in relation to the landholders ;
  - (2) Collection and remission of rent ;
  - (3) Survey, record of rights (including water rights) and settlement of fair rent ;
  - (4) Levies from ryots in addition to rent ;
  - (5) Utilization of local natural facilities by tenants for their domestic and agricultural purposes ; and
  - (6) Maintenance of irrigation works.
2. The Members of the Committee are as follows :—
- (1) The Hon'ble Mr. T. Prakasam (*Chairman*).
  - (2) Mr. B. Narayanaswami Nayudu, M.L.C.
  - (3) Mr. V. V. Jogiah Pantulu, M.L.C.
  - (4) Mr. A. Ramaswami Ayyangar, M.L.C.
  - (5) Mr. P. S. Kumaraswami Raja, M.L.A.
  - (6) Mr. M. Pallam Raju, M.L.A.
  - (7) The Zamindar of Mirzapuram, M.L.A.
  - (8) Mr. B. Venkatachalam Pillai, M.L.A.
  - (9) Mr. Mahaboob Ali Baig, M.L.A.

The Committee resolved to have Mr. T. Viswanatham, Parliamentary Secretary to the Hon'ble the Revenue Minister, as its Secretary.

3. Although it has been laid down that certain specified aspects of the problem should receive particular attention, the Committee feels that in order to discharge satisfactorily the task entrusted to it, the whole field of the existing legislation governing the relations between landholders and tenants should be surveyed, and as a first step towards this, the Committee will be glad to receive suggestions from the representatives of the interests involved.

4. In order to indicate to the public, the full scope of enquiry, the questionnaire appended hereto has been formulated by the Committee. All those who are interested in the problems affecting the tenants and zamindars are requested to prepare memoranda on the questionnaire, as also on points which are not mentioned in the questionnaire, but which may fall within the scope of the resolution and send the same to the Secretary of the Committee on or before the 1st of December 1937. It would greatly facilitate work and add to its expeditiousness if those who intend sending memoranda could send ten copies of the same to the Committee ; where a memorandum is in a vernacular, an English translation of it may also be sent with advantage, if it does not cause inconvenience. The Committee will decide after receiving the memoranda, its future programme with regard to the taking of evidence from those who offer themselves as witnesses. The Committee trusts that it can look forward with confidence to the receipt of valuable suggestions for the solution of the problem that it has been called upon to solve.

(The address of the Secretary is " T. Viswanatham, Parliamentary Secretary to the Hon'ble the Revenue Minister, Fort St. George, Madras.")

FORT ST. GEORGE,  
5th October 1937.

T. VISWANATHAM,  
Secretary.



## ANNEXURE

QUESTIONNAIRE ON WHICH THE PUBLIC ARE REQUESTED TO SEND MEMORANDA TO THE COMMITTEE.

- I. (a) Who in your opinion is the proprietor of the soil; is it the zamindar or the tenant?  
 (b) What is the nature of the interest which the tenant has in the land as distinguished from that of the landlord?
- II. (a) What is a fair and equitable rent?  
 (b) What according to you are the considerations that should be taken into account in fixing a fair and equitable rent?  
 (c) Do you think that there should be statutory provision for remission of rent and if so, on what principles?  
 (d) Do you think it advisable to settle the rate or share of rent for a particular area once for all or do you think it advisable to enunciate the principles to determine what is a fair and equitable rent leaving to the officer or court concerned to arrive at the figure as and when a question arises?  
 (e) Do you think it desirable that the Provincial Government should have any reserve powers to revise, alter or reduce wherever they are inequitable by executive action through their Revenue Settlement Officers?
- III. (a) Do you think that powers of collection of rent now given to landholders under the Madras Estates Land Act require any revision?  
 (b) If so, on what lines?  
 (c) What in your opinion are the measures to be adopted with regard to the collection of rent and sale of holding, etc., in order to make the procedure simpler and less costly?
- IV. (a) Are the rights of the tenants to water-supply inherent as being appurtenant to the land or are they a matter of contract between them and the landholder?  
 (b) Has the landholder a superior right in the water-sources in the estate, and if so, what is the nature and extent of that right?
- V. (a) Do you think that all the estates should be surveyed and a record-of-rights maintained compulsorily?  
 (b) If so, what is the portion of the cost to be borne by the two parties concerned?
- VI. Can the landholder demand any levies, customary or otherwise, from ryots in addition to rent?
- VII. (a) What are the rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements?  
 (b) Have the tenants got any inherent right to use them for their domestic and agricultural purposes free of cost?  
 (c) What are the respective rights with regard to the public paths, communal lands and hill and forest porambokes as between the tenants and the landholder?
- VIII. (a) What, according to you, are the principles to guide the parties or courts to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works?  
 (b) Do you think that any rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation where the landholders fail to take necessary and proper steps?  
 (c) Do you think that such powers should be vested in the Government to be applied *suo moto* or on application by parties?
- IX. Do you think that yearly jamabandi as in the case of ryotwari villages is necessary?
- X. What should be the legal status of the undertenants in the zamindari areas in relation to (1) pattadar, and (2) the zamindar?
- XI. (a) Should the Board of Revenue continue to be the final appellate and revisional authority in proceeding between landholders and tenants or ryots or should a special tribunal be constituted for the purpose?  
 (b) In what courts, whether revenue, civil or special courts should actions and proceedings between landholders and tenants be tried?
- XII. (a) What are the reliefs and remedies to which the zamindar is entitled in respect of unauthorized occupation of lands by the ryots?  
 (b) Does the law in regard to collection by landholder of jodi, poruppu, kattubadi from inamdars require any revision?

## PART II.

### Memorandum by Manipatruni Suryanarayana, President, Ryots' Association, Budiarsingi Estate, Vizagapatam district.

- I. (a) The tenant.  
(b) The tenant should have all the rights. Mining, etc., rights should vest in the Government.
- II. (a) A fair and equitable rent is one which is not burdensome to the tenant.  
(b) One-sixth of the net produce after deducting cultivation expenses.  
(c) Yes.  
(d) Once for all.  
(e) Yes.
- III. (a) Distrain of movable property should go.  
(b) Land sufficient to fetch the arrears should alone be sold.  
(c) Zamindar should have power to bring to sale, lands of ryots who own more than five acres or the panchayats under contemplation to be entrusted with the work.
- IV. (a) Inherent as being appurtenant to the land.  
(b) The zamindar should have no right over water sources.
- V. (a) Yes.  
(b) Two-thirds of the cost to be borne by the zamindar and one-third by the tenant.
- VI. No. Anything in excess of rent now collected should be forbidden.
- VII. (a) They should have such rights.  
(b) Yes. They should have the right to use them free of cost.  
(c) Communal lands, porambokes, etc., to be enjoyed jointly by all. They should be under the control of the Government or the panchayats.
- VIII. (a) The zamindar to have no rights over irrigation works.  
(b) The panchayat or Government Public Works. Minor irrigation department to effect repairs to irrigation works. Two annas in the rupee of the revenue should be recovered from the zamindar and an irrigation fund started to meet the maintenance expenses and cost of repairs.  
(c) No answer.
- IX. Yes. There should be uniformity in the system of maintaining accounts. Tenants to be supplied with copies of accounts on payment of a fee.
- X. The under-tenant to have only the right of cultivation, but not the right of sale or gift. The land should not be leased out to other ryots in the event of the pattadar becoming an insolvent. The tenant should be evicted in case he does not pay the rent or share or does not cultivate the land consecutively for three years.
- XI. (a) The Ministry should have the final appellate and revisional authority even though the board may continue to exist.  
(b) Special itinerant courts should be constituted or the Deputy Tahsildar to try cases up to Rs. 500 and civil courts to try cases exceeding that amount.
- XII. (a) The zamindar should not have the power to evict the tenant or other rights. The darkhast rules in Government villages should be applied.  
(b) (No relevant answer.)

#### *Additional matter.*

1. Water facilities should be provided, as there are no tanks.
2. Remission should be granted, as rents are high.
3. Zamindar should be prevented from levying duty on the Savara caste who should sell their produce, brooms, umbrellas, etc., made by them.

**Memorandum by Pata Tekkali Zamindari Ryots' Association, Ichchapuram,  
Vizagapatam district.**

I. (a) The tenant.

(b) The tenant should have all the surface rights. The Government to have mining, etc., rights. The zamindar has only the right to collect rent.

II. (a) A fair rent is one which is not burdensome to the ryot.

(b) The economic condition of the ryot, fertility of the soil, irrigation facilities, labour involved to the ryot and cattle. One-sixth of the net income from land after deducting cultivation expenses should be the rent. This should not exceed the rates prevailing in the ryotwari villages.

(c) Yes. Remission should be compulsory when the crops fail and the prices fall.

(d) Once for all.

(e) Yes.

III. (a) The powers should be revised.

(b) The zamindar should be entitled only to attachment and sale of only so much of land as would cover the arrears of rent. He should not take any proceedings to evict a tenant having less than five acres.

(c) Village officers under the control of village panchayats should attend to collection work.

IV. (a) The right of the tenant to water-supply is inherent as being appurtenant to the land. It is also held by courts to be a matter of contract.

(b) All the rights of the zamindar should be taken away from him and these should be vested in the panchayats or Public Works and Minor Irrigation departments. The right of distribution of water should also vest in the panchayats. A sum of annas 2 in the rupee in addition to *peshkash* should be collected from the zamindar and a separate fund started.

V. (a) Yes.

(b) The zamindar or the Government should bear the entire cost. The ryot should bear the cost of subdivision and the subsequent maintenance charges.

VI. No.

VII. (a) & (b) The tenants are entitled to utilize them free of charge. Statutory provision should be made enabling the tenants to exercise this right.

(c) These should be commonly enjoyed but should not be monopolised by anybody.

VIII. On a five-year plan, the Government should inspect all the irrigation works, effect the necessary repairs and recover the cost from the zamindar. The works should then be entrusted to irrigation panchayats having representatives of ryots. An irrigation fund should be started to improve the works.

IX. Yes.

X. A separate and comprehensive enquiry should be instituted to determine the status of the under-tenant in zamindaris as well as the leaseholders in ryotwari, inam villages.

XI. (a) The Board of Revenue should not have these powers exclusively. The Provincial Government should have the powers.

(b) Special itinerant courts with an adequate representation of ryots' associations thereon and presided over by judicial officers.

XII. (a) The zamindar should have no right to evict the tenant. Such lands should be granted on patta to the encroachers as per darkhast rules.

(b) Revision is necessary. The zamindar should collect from persons, only their share of the kattubadi. He should not collect the entire dues from one person only.

*Additional matter.*

1. Separate registry should be made and only the amount due for land in actual possession should be collected.

2. The right over trees in the holdings should vest in the ryot.

3. A sum of annas 4 in the rupee to be paid by the zamindar to the panchayats for village improvement.

4. Ryots' associations should be recognized both by Government and zamindars. It should be lawful for ryot representatives, to conduct cases on behalf of the ryots.

**Memorandum by Tankala Venkatapayya Naidu and other ryots of Tankala Duggivalasa village, Chipurupalle taluk, Vizianagram Estate, Vizagapatam district.**

I. (No answer.)

II. (a) A rent levied on agricultural income on the lines of the tax levied on the income from other professions.

(b) Irrigation facilities, prices of grain, and the economic condition of the ryot, should be considered. Half the net income after deducting the cultivation expenses and the domestic expenses of the tenant, should be the rent due to the zamindar.

(c) Yes.

(d) Cash rents should be fixed once for all, subject to the grant of remissions in the event of failure of crops owing to seasonal adversities. An officer not below the rank of a Tahsildar to grant remission when the yield is eight annas or less.

(e) Yes.

III. (a) Revision is necessary.

(b) Powers of collection should be withdrawn from the zamindar and entrusted to village panchayats or ryots' associations.

(c) Sale of lands and transfer of registry should be effected in villages by touring Sub-Registrars.

IV. (a) The right of tenant to water-supply is inherent as being appurtenant to the land in the case of wet lands.

(b) The zamindar through his influence has secured superior rights by legislation. They should now be vested in the tenants by legislation.

V. (a) Yes.

(b) The zamindar should bear the entire cost.

VI. At present the zamindar is collecting fishing rents, grazing fees and leasing out-trees on the tank bunds, etc. This practice should be stopped.

VII. (a) The tenants do not enjoy these rights.

(b) They should be entitled to these rights as they are appurtenant to agriculture.

(c) The zamindar has no rights over communal lands, etc., but he has usurped them with the sanction of the Government. The rights over them should vest in the ryots alone.

VIII. The Government should inspect irrigation works and effect the necessary repairs through their staff, the cost being recovered from the zamindar.

IX to XII. (No answer.)

*Additional matter.*

Lands irrigated by big channels and lands depending on rainfall have been assessed to the same rent. The rent charged for the latter should be reduced. The enhancement of two annas in the rupee made as a result of resettlement in certain villages should be reduced.

**Memorandum by Kameswara Rao and others of Lingala Valasa village, via Rajam, Bobbili Estate, Vizagapatam district.**

I. (a) The tenant.

(b) The landholder is entitled only to the collection of rent, while all the other rights belong to the tenant.

II. (a) The rent is obtaining in the adjoining Government village of Sirlam would be a fair rent.

(b) (No answer.)

(c) There should be statutory provision for remission of rent, as the zamindar does not grant remission even when there is total failure of crops.

(d) The same procedure should be adopted as in the adjoining ryotwari village of Sirlam.

(e) Yes. The Government should have reserve powers.

III. (a) Yes.

(b) The powers of collection should be withdrawn from zamindars and entrusted to village panchayats with some modifications. The village officers should collect and remit the amount as per instructions of the panchayatdars. One anna per rupee should be paid to the panchayats for collection work.

(c) Movables like gold, boxes, agricultural implements, oxen and carts should be exempt from attachment. Village panchayats should be entitled to take possession of the crops, to harvest the same, sell at the market rate and remit the same to the zamindar after deducting the cost. If there is no standing crop on the land, nor produce sufficient to cover the arrears in the thrashing field, the land of the tenant should be attached and sold in auction after giving the defaulter one month's notice. If the tenant fails to pay the arrears together with costs, the sale of land should be notified in the village by tom-tom a week before the sale. The rent should be collected in four monthly instalments beginning with November.

IV. (a) The right is inherent in respect of irrigation by rain-fed tanks. But in respect of irrigation through channels of river water, the right is governed by contract between the zamindar and the tenant.

(b) The zamindar should have no superior rights.

V. (a) Yes.

(b) The zamindar should bear the entire cost as the ryots are very poor.

VI. The zamindar has been auctioning fishing rights in the tank and grazing rights on the tank-bund. These should be stopped.

VII. (a), (b) & (c) There are no forests adjoining our village. Hence we can give no suitable answer.

VIII. (a) The Government should bear the responsibility and the zamindar should have no hand in the matter.

(b) Yes.

(c) These powers to be applied by Government *suo motu*.

IX. Yearly jamabandi is not necessary. Village panchayats should represent the conditions of the ryots to Revenue Divisional Officers who should make necessary enquiries and issue orders to zamindars.

X. The under-tenant is responsible to the pattadar. The village panchayat should have powers to take action against the crops raised by the under-tenant for the collection of rent. Land should be sold only after due intimation being given to the tenant and the under-tenant.

XI. (a) A special tribunal is necessary. The High Court should have the final appellate and revisional powers only in respect of certain important matters to be decided by the Government.

(b) In revenue courts. The Tahsildars also should have some powers.

XII. (a) As all the land is already occupied, this question does not arise.

(b) Revision necessary. Village panchayats should conduct an enquiry into these matters. A suit should be instituted after the close of the fasli. Crops or movables should not be distrained. The land should be sold after the decree is passed. Collections should be made from inamdars individually but not collectively.

**Memorandum by Mr. Karnayuni Chiranjeevi Naidu on behalf of the ryots of Chalikani-valasa village, Bobbili Estate, Palampeta post, Palakonda taluk, Vizagapatam district.**

I. (a) The tenant.

(b) The zamindar is only an agent of the Government for collecting the rent.

II. (a) A rent which does not exceed half the produce from the land excluding the cultivation expenses and the cost of the tenant's labour in the case of paddy crop, leaving other crops out of account.

(b) The following should be the considerations for fixing a fair rent :—

- (1) Fertility of the soil;
- (2) irrigation facilities;
- (3) the price of the yield per acre;
- (4) the price of grains;
- (5) existing rates on similar lands in the adjoining Government villages; and
- (6) economic conditions.

(c) Yes. Remission should be granted as a rule, whenever the yield is less than 8 annas.

(d) The rent should be settled now.

(e) Yes.

III. (a) Yes.

(b) The powers of collection should be withdrawn from the zamindar and vested in village munsifs, and Government officials or in village institutions. The estate officials should have no hand in the matter.

(c) The procedure laid down in the Rent Recovery Act should be adopted.

IV. (a) The right is inherent as being appurtenant to wet lands.

(b) The landlord has no superior rights in the water sources. They belong to tenants as a whole.

V. (a) All the estates should be surveyed and a record of rights maintained compulsorily.

(b) The zamindar should bear the entire cost as he has been collecting exorbitant rents.

VI. The landholder cannot demand any levies in addition to rent, though he is collecting them at present.

VII. (a) The tenants are entitled to utilize them, as the right to use them is implied in agriculture.

(b) Yes.

(c) These should be commonly enjoyed by the tenants.

VIII. (a) The village organizations and in their absence, the village headmen, should have the powers of maintaining irrigation sources in good condition.

(b) Yes.

(c) The powers to be applied by Government *suo motu* or on application by parties.

IX. Yes. It should be conducted by the Revenue Divisional Officer.

X. The under-tenant is concerned only with the tenant and should have nothing to do with the zamindar.

XI. (a) The Board of Revenue should not continue to have these powers. These should vest in a special tribunal to be constituted one for each district consisting of the District Collector and two other members elected by the members of the Assembly in the district from among themselves.

(b) In the special tribunal mentioned above which should have touring powers.

XII. (a) The single rate usually charged for that class of land should alone be levied.

(b) No revision necessary.

*Additional matter.*

1. Provision should be made for the disposal of patta transfers.

2. Payment of kist by instalments should be from March.

3. The tenants should get disputes settled by the tribunal through the ryot associations.

**Memorandum by Mr. Vijju Appalaswamy and others, Maradam village, Bobbili taluk, Vizagapatam district.**

I. (a) The zamin ryot in the case of jirayati and inamdar in the case of inams.

(b) The tenant should have the cultivation rights.

II. (a) Rent based on the taram and the irrigation facilities and according as the land is irrigated wet or dry or rain-fed wet or dry.

(b) The same as in clause (a).

(c) There should be statutory remission as otherwise no remission will be granted.

(d) Should be settled once for all.

(e) Yes.

III. (a) Revision not necessary.

(b) (No answer.)

(c) The cost of proceedings should be inexpensive, a stamp duty of one per cent for the sale of land and 12 annas for registration fees being charged and a reduction made in postage. Transfer of patta should be effected free of charge. For proceedings conducted in the courts, the stamp duty should not be high and postage should be reduced.

IV. (a) The right of the tenant to water-supply should be inherent as being appurtenant to the land.

(b) The landholder and the inamdar are now supplying water as they like. They should no longer have the right over water-supply. It should vest in the tenant.

V. (a) Yes.

(b) The landholder or the zamindar should bear the cost.

VI. No.

VII. (a), (b) & (c) The ryot has not so far been enjoying these rights. He should hereafter have these rights. Waste lands should not be granted on darkhast by the zamindar but should be given to ryots on lease at reasonable rates.

VIII. (a) The zamindar or the landholder should alone be made responsible for effecting repairs, etc. The ryot should not be held responsible for carrying out the same.

(b) Yes. On report from the ryots, the Provincial Government to give notice to the zamindar to effect the repairs. When the latter fails to effect them, Government should do the same and recover the cost from the zamindar.

(c) On application by parties.

IX. Yes.

X. The pattadar has permanent rights in the land. The under-tenant should not have them.

XI. (a) The Board of Revenue to continue to have these powers as tenants will not obtain justice in special courts.

(b) No special courts are necessary. Revenue or civil courts are enough.

XII. (a) The rate for adjoining lands should be charged without any penalty.

(b) Reduction of not less than 25 per cent should be effected in respect of kattubadi due to the zamindar and in respect of rents paid by ryots.

**Memorandum by Purijala Venkataramanayya, President of Ryots' Association of Chintada village, Bobbili taluk, Vizagapatam district.**

I. (a) The tenant.

(b) The tenant has all rights in the land.

II. (a) A rent equal to one-sixth of the net income on land after deducting the cultivation expenses and cost of maintaining the tenant's family.

(b) The crops raised, and irrigation facilities should be considered.

(c) Yes.

(d) Once for all.

(e) Yes. They should have such powers.

III. (a) Yes.

(b) The powers should be withdrawn from the zamindar and vested in the village panchayats.

(c) The right to the collection of rent and sale of holdings, etc., should be vested in the village panchayats.

IV. (a) The rights to water-supply should be inherent as being appurtenant to the land.

(b) The zamindar should have no rights. All the rights should vest in the tenant.

V. (a) Yes.

(b) The zamindar should bear the entire cost.

VI. No.

VII. (a) The ryot should be entitled to utilize them.

(b) Yes, the ryot has such rights.

(c) The zamindar has no such right. All the rights belong to the ryot.

VIII. (a) The panchayat board should be empowered to collect irrigation fees and maintain the irrigation works in proper condition.

(b) The Government should see that one-half of the balance of rent paid by ryots, which remains after deducting the sum representing collections on dry lands at Rs. 2 per acre is deposited in the Government bank for effecting repairs to irrigation works.

(c) On the report of village panchayat boards, Government engineers should inspect and prepare estimates of repairs, etc., and entrust the work to panchayats.

IX. Jamabandi should be conducted as in Government villages.

X. The under-tenant is entitled to the same rights as the pattadar.

- XI. (a) The Board of Revenue may continue to be so.  
 (b) Civil courts are enough. Special courts are not required.
- XII. (a) Action should be taken in courts in such cases. Panchayat boards should effect the separation of the lands encroached.  
 (b) Revision is necessary.

**Memorandum by K. Satyanarayanamurthy, President, Ryots' Association of Namalam, Burjavalasa and Sativada villages of Vizianagram Estate, Vizagapatam district.**

- I. (a) The tenant.  
 (b) The tenant has the permanent right of cultivation.
- II. (a) A rent equal to one-sixth of the net income from lands after deducting the cultivation expenses and the cost of maintaining the tenant's family.  
 (b) Nature of the soil, irrigation facilities and the crops raised should be considered in fixing the rent.  
 (c) There should be statutory provision for remission, in the event of failure of crops, due to seasonal adversities.  
 (d) The rent should be settled once for all.  
 (e) The Government should have reserve powers.
- III. (a) Yes. The powers should be withdrawn from the zamindar.  
 (b) Only the land in respect of which arrears of rent are due should be proceeded against. The movables, the other lands of the ryot and dwelling houses should not be distrained.  
 (c) Village panchayats should be entrusted with collection work.
- IV. The tenants have all the rights over water sources. The zamindar has no rights whatever.
- V. (a) Yes.  
 (b) The zamindar should bear the entire cost.
- VI. No. He cannot demand. But zamindars have converted pasture lands into cultivable lands and are collecting high rents for them. This should be stopped.
- VII. (a) The ryots are entitled to utilize them free of cost.  
 (b) The ryots have a natural right to use them for such purposes.  
 (c) The ryots have the right to enjoy them.
- VIII. (a) The Provincial Government should have the power to inspect and maintain the water sources and irrigation works, in good repair through panchayat boards.  
 (b) The Provincial Government should have power to collect one-half of the rent paid by the tenants on lands and utilize the same for repairs to irrigation works.  
 (c) To be applied by Government *suo motu*.
- IX. Should be conducted every year by Government officials.
- X. The under-tenants should have reasonable rights on the same footing as the pattadars.
- XI. (a) Special courts necessary.  
 (b) Special officers should tour in the villages to settle such disputes.
- XII. (a) One year's rent should be levied and the land should be granted on patta to the encroacher himself on a fair rent.  
 (b) Revision is necessary to prevent the zamindar from collecting jodi, etc., from inamdars.

*Additional matter.*

The Ryots' Association requests the Government to make legislation preventing the zamindar from causing hardships to the ryot in the matter of the above rights, pending the present enquiry and its result.



**Memorandum by the Secretary, Sripuram Village Congress Committee, Sripuram Estate, Palakonda taluk, Vizagapatam district (Petition No. 260).**

I. (a) The tenant should be the proprietor of the soil.

(b) The tenant should be entitled to all rights above and under the surface of the land. The zamindar should have no other right but the right of collecting rent.

II. (a) A fair and equitable rent should not exceed one-eighth of the net income from the land which remains after deducting all the cultivation expenses.

(b) In fixing a fair rent, the following factors should be considered :—

- (1) Fertility of the soil.
- (2) Irrigation facilities.
- (3) Aggregate produce yielded.
- (4) Marketing facilities.
- (5) Prices.
- (6) The economic condition of the ryot.
- (7) The ryot's family.
- (8) The rate of income-tax.

(c) There should be statutory provision for remission on the ground of seasonal adversities or fall in prices. Due consideration should be given by the District Collector to the representations of ryots and village panchayats and he should tender advice to zamin ryots and see that a reasonable remission is granted to them by the zamindar.

(d) The principles for levying a fair rent may be enunciated and an itinerant court should be constituted for the convenience of the ryots, in order to arrive at the figure as occasion arises.

(e) The Provincial Government should have such powers to save time and money to the ryot. In the event of the matter being represented by the ryot to the zamindar and then by the zamindar to the Government, the ryot would sustain much loss of time and money.

III. (a) Revision is necessary.

(b) The zamindar should collect rent in the same way as an ordinary creditor does his dues. Even as a better alternative than this, will be the constitution of itinerant law courts. But the best course should be to entrust rent-collection work to village panchayats.

(c) Village panchayats should be constituted and vested with statutory authority in some respects including rent-collection.

IV. (a) The right is appurtenant, in our opinion, to the lease of the land. The zamindar's present monopoly of irrigation works is improper and the ryot is entitled to an adequate water-supply for all the crops he grows.

(b) At present the zamindar enjoys superior rights over irrigation works. He collects fees for the supply of water to a second crop and exercises fishing rights.

V. (a) Yes.

(b) The zamindar should bear the entire cost.

VI. There are no *mamuls* in this zamindari. But the zamindar is collecting water-rates ranging from Rs. 4 to Rs. 9 per acre, if any crop is cultivated in the land in any year by the ryot even after paying the full rent thereon, though he may not irrigate the crop with tank-water. In some places, wet rates are collected on waste lands. This is unjust.

VII. The right has not been recorded in favour of the ryots but he has been enjoying the same as a matter of usage in certain places, subject to the mercies of officials. The ryot should have the right of usufruct of trees in waste lands. He should be given rights in hill and forest porambokes, etc., also.

VIII. The zamindar should be held solely responsible for the proper upkeep of irrigation works. If he fails to take the necessary action, the Provincial Government should have the power to effect the required repairs in time, without causing any loss of time and money to the ryot, and to recover the entire cost thereof from the zamindar.

IX. Yearly jamabandi is essential.

X. The under-tenant should have the same status as the pattadar. A fair and equitable compensation may be given by the under-tenant to the pattadar in view of the fact that the latter had made the land fit for cultivation.

XI. (a) The Board of Revenue should not have this authority. There should be constituted a Special Tribunal for this purpose.

(b) The Board of Revenue and the civil courts should have no powers in this respect. Special itinerant courts holding sittings in villages should be constituted to the advantage of the ryots as well as zamindars from the stand-point of economy and the interests of justice.

XII. (a) This question does not arise if the proprietorship of land vests in the ryot. The usual rent should be charged on the encroached land.

(b) Collection work in this connexion should vest in village panchayats on behalf of the Government.

*Other matters.*

Patta-transfers should be effected as per actual enjoyment, to avoid undue hardships in several cases.

2. Quick disposal of patta-transfer applications is essential and a month's time-limit may be set for the same after intimation is given to the officials of the zamindar; beyond which the zamindar should forfeit his claims to the rent.

3 The zamindar should bear the entire cesses and no stamp duty should be levied in suits arising under the Estates Land Act, these being treated as petitions.

4. The Government should abolish permanent settlement, gradually take up all the zamindaris under their own administration and effect repairs, etc., to irrigation works, collect rent, etc., and hand over to the zamindar the net income after deducting the running administrative expenses and the *peshkash*.

**Memorandum by Payidi Appalaswami and other ryots of Gobbur village via Rajam, Vizagapatam district (Petition No. 257).**

I. (a) The tenant is the proprietor of the soil.

(b) The zamindar is entitled only to collect rent. All the other rights belong to the tenant.

II. (a) A fair and equitable rent is that which is equal to one-fourth of the net income from land that remains after deducting the cultivation and other expenses.

(b) The same considerations as are laid down in B.S.O. No. I, namely, fertility of the soil, irrigation facilities, prices of the produce, marketing facilities, and the present rates on adjoining Government lands and the economic condition of ryots.

(c) Occasional remissions should be granted, on the application of ryots or Ryots' Associations by the Deputy Tahsildar who should consult the ryot-representatives and the representatives of the zamindar, and the Revenue Divisional Officer should be the final authority in these matters.

(d) The rate should now be settled permanently in all the zamindaris.

(e) It is necessary that the Government should have such reserve powers.

III. (a) Revision is necessary.

(b) Collection of rent has to be effected by means of suits filed in civil courts as is usually done in the case of collections by zamindars from their ryots.

(c) Collection of arrears of rent should be made in the usual way by proceeding against movable and immovable properties. The distraints, revenue suits and executions of decrees now in vogue are not fair, these being highly expensive. The lands knocked down in revenue sales should be restored to the defaulters without any penalty, on payment being made by them of the arrears within six months of the sale. Arrears accruing beyond a *fasli* should not be made recoverable from a ryot. Collection work may be entrusted to village panchayats and some remuneration may be given to them.

IV. (a) The right of water-supply is inherent as being appurtenant to the land. The responsibility of maintaining the water-sources in good order rests with the zamindar. The power to regulate water-supply should vest in the representatives of the ryots, but not in the zamindar.

(b) Agreements upholding the superior rights of the zamindar, are usually not found. If there are any, these should not hold good.

V. (a) Survey and settlement are quite essential. Subdivisions as per actual enjoyment should be effected and pattas must be granted to the parties concerned.

(b) The zamindar should bear the entire cost of survey and settlement. This cost should first be advanced by the Government and then recovered from the zamindar in instalments. The cost of demarcation stones alone should be borne by the ryots.

VI. No.

VII. Pasture-lands intended for the grazing of cattle have been monopolised by zamindars who are levying fees thereon unjustly. These should be placed under the control of village panchayats for the common use of the ryots, even before the survey and settlement of zamindaris are effected. The ryots should be entitled to the utilization of wood for agricultural implements, free of cost.

VIII. On application being made by ryots or Ryots' Associations, the Government should effect urgent repairs through their Public Works Department overseers and recover the cost from the zamindar. The Government may also take action in respect of new sources, if any.

IX. Yearly jamabandi is necessary. The District Collector should conduct jamabandi once in five years.

X. The under-tenant has no dealings with the zamindar. He should have all the rights except the occupancy right. The under-tenant should not be expelled without a notice being given to him.

XI. (a) The Board of Revenue should not have the powers as at present. A special court for each district should be constituted and it should be presided over by the District Collector. It should consist of one member of the Provincial Legislature from the district and two representatives of ryots.

(b) The court referred to above should be the final authority in such matters.

XII. (a) In respect of encroachments which do not affect public interests, rent at the rate on the adjoining lands should be charged without any penalty.

(b) "Kattubadi," etc., should be collected from movable and immovable properties on a suit being instituted against the defaulter. The zamindar should bear the costs of the suit, in case the suit is instituted without a notice being given to the party.

*Other matters.*

1. The rent collected by the zamindars should be payable in four equal instalments from January to April.

2. This year the crops have failed to the extent of over sixty per cent. There is no drinking-water and the public and the cattle are therefore suffering very much.

3. The zamindars are pressing us hard for payment of arrears of rent and the money-lenders who had advanced loans are also pressing us. We are suffering abject poverty.

4. Our village, Gobbur, belongs to Bobbili Estate and the village is a Mokhasa village meant for Sri Jagannadha Swami of Puri. About 40 years ago, we were paying only Rs. 800 annually and this was subsequently raised to Rs. 1,800 by the Raja of Bobbili as the hereditary trustee. For the last four years, he has been collecting Rs. 3,000. Unable to pay up the arrears of rent, we are hard pressed for food and raiment. No repairs are being effected once in two or three years at least, although annual repairs are imperative. Crops are failing. Suits are instituted in respect of inam lands and as against Re. 1-4-0 assessed before, a kattubadi amount of Rs. 32 is now levied.

**Memorandum by Mr. Gottimukkala Venku Sitaramaraju, etc., on behalf of the ryots of Sreeramapuram, Eathatam, Kandipudi Sathyavaram, Pedaramabhadrapuram, M'ngavaram and Aratlakota villages and zamin estates of Chemudu and Nakkapalli, Vizagapatam district.**

I. (a) The tenant is the proprietor of the soil.

(b) Our ancestors had in the past cleared the forests and brought the land under cultivation. The zamindars did not grant the lands fit for cultivation clearing them of forest growth.

II. (a) A fair and equitable rent should be based on rates similar to those prevailing in Government villages.

(b) Lands to be divided 'tharamwar' as in Government villages and fair rent fixed.

III. (a) & (b) (Answers not given.)

(c) Collection of rents and sale of holdings, etc., through village panchayats would be less costly and easier.

IV. (b) The zamindar has full rights in water-sources as matters stand at present. Water is supplied only to the lands of those whom the zamindar likes.

V. (a) Estates should be surveyed and a record of rights maintained compulsorily.

(b) In certain estates like Pittapur and Vizianagram, zamindars have borne the whole cost of survey. Similarly zamindars to bear all the cost.

VI. The landholder should not demand fees other than land-rent from tenants.

VII. (a) The zamindar has full rights with regard to the utilization of local natural facilities at present. Such rights should be given to the ryots.

(b) Tenants have no such inherent right as matters stand at present.

VIII. (a) Engineers should be appointed as in Government areas to supervise and maintain irrigation sources and works.

IX. There should be yearly jamabandi for zamin villages as is the case with Government ryotwari villages.

X. Under-tenants should have rights along with pattadars with regard to water-supply, cultivation and using natural facilities for domestic and agricultural purposes.

XI. (a) There should be constituted a special tribunal for the purpose.

(b) Itinerant special courts should be constituted to try disputes between tenants and zamindars.

XII. (a) The zamindar should collect land-rent on the land occupied unauthorizdly, at the prevailing rates and grant pattas to the ryots concerned for such lands.

#### Memorandum by the North Vizagapatam District Ryots' Association.

On behalf of the North Vizagapatam District Ryots' Association, we beg to submit the following memorandum of grievances in addition to the answers already sent, for favour of your kind consideration and immediate redress.

This association was started in 1933, for the economic uplift and social welfare of the peasantry in this part of the district. Every zamindari area has got its own ryots' association and the minor proprietary villages have formed themselves into a separate organization. Each have on their rolls hundreds and thousands of members and are all affiliated to the parent organization. It has its own press and has its own official organ, a nationalist Telugu Weekly (*Prajavani*) to carry its message to the remotest corners of the district. This brief history of the association whose interests we have chosen to represent seems to be necessary to impress upon you the strength and righteousness of the cause we represent.

Before preparing this report our association organized an intensive tour from the 15th to 24th November. Many zamindari ryots' meetings were held in every estate to ascertain their grievances and gather material for the preparation of this report and for submitting answers to your questionnaire. At all places visited by us, the ryots in their thousands assembled to narrate their tale of woe. Besides public meetings we held informal discussions with representative leading ryots on the various issues raised in the questionnaire and have recorded their opinions on each one of them.

Our answers to the questionnaire and the present report is a true reproduction of the most important of their grievances which we have noted down with a good deal of caution and accuracy. You will kindly notice that only matters of vital interests and immediate importance are being submitted to you in this memorandum.

At every centre a number of petitions cataloguing their grievances were presented to us, which have duly been submitted to the committee.

Every information embodied in this report is therefore based on solid and sterling facts which can stand any special enquiry which you may deem fit. The general trend of the feelings of the ryots may be gauged from the several answers and reports submitted by the various ryots' associations before the committee.

We request you to kindly bear all the facts and information in mind and incorporate them in any report that you may finally submit to the legislature and the Government.

*The Parlakimedi estate.*—This estate is the largest and most important in North Vizagapatam, consisting of 526 villages, divided into 24 muttas, covering an area of 639 square miles paying an yearly peshkash of Rs. 87,825-4-0 to the Government and deriving an income of over five lakhs, besides forests and other revenue from the tenants. The zamindari was in the administration of the Courts of Wards, several times, since 1830, until the present Raja assumed the administration of the estate. "The zamindari is full of hills, between which are numerous extensive and fertile valleys." "The Varnsadhara and Mahendranaya rivers flow in the estate and Captain Randal was suggested the construction of a navigable canal which would at the same time be available for the irrigation purposes between Bathili and great salt depot at Naupada."

There are many fine tanks of large size in this estate among which are the Ramasagaram, Sitasagaram, Brundavansagaram, Krishnasagaram, Chitanyasagaram, Radhasagaram and many other tanks which at present are in a bad state of repair though at one time regular sources of water-supply to vast fields under the ayacut.

#### *Resettlement operations.*

*Enhancement of six annas in the rupee.*—About the year 1862, the Court of Wards seem to have fixed the cash rents in this estate taking the settlement rates of the adjoining Chicacole taluk into consideration. About the same period the estate seems to have been surveyed in block system and Mr. Forbes, the Collector of Ganjam as representative of the Court of Wards, proposed Rs. 2 to Rs. 7 per acre of wet land just on the same level fixed by the settlement officer for the Government taluk of Chicacole. These rates were introduced in 1868 and are being uniformly paid and accepted without trouble till this date.

These long established rates were sought to be disturbed under section 30 (1); and suits were instituted against the ryots of eighteen villages and decrees obtained. The ryots opposed and lost their case because they could not prove a contract not to enhance rents. The ryots had no records to prove and they had no access to the records.

As the zamindar felt it difficult to institute suits against every one of the ryots numbering about two lakhs, he applied to the Government to sanction a settlement of rents under Chapter XI. This was in 1925. He stated clearly in his application that he is entitled to an enhancement of 2 annas in the rupee only. In 1926, following the decision of the Madras High Court in 49 Mad., 499, he put in another petition to the Government, that according to that decision, he would be able to have some mistakes in the old classification rectified in a settlement.

Subsequently before the Settlement Officer, he prayed for a 200 per cent enhancement over the existing rates of rent. The Settlement Officer held that, under Chapter XI he could fix any rate which he thinks fair and equitable and gave 100 per cent enhancement on the ground of rise in prices. On appeal, the Settlement Commissioner held that when matter for consideration were only such as would arise in a suit under Chapter III, the Settlement Officer is restricted to the limits laid down in the said chapter and sanctioned an enhancement of two annas in the rupee. The majority of the full Board held that the restrictions and limitations of Chapter III do not apply in proceedings under Chapter XI and gave an enhancement of 37½ per cent. The High Court was moved for writ of certiorari, but they also held that the interpretation of the Board, of the language of section 168 was correct and that no writ could issue.

The words "Neighbouring land of similar description with similar advantages" were not intended to exclude the Government area. They only take into account the conditions of the soil, the irrigation facilities, the climatic changes, the means of accessibility, the difficulties of cultivation, etc. But these are being interpreted so as to mean lands in the neighbouring zamindari and not the neighbouring Government lands.

These adverse interpretations are arising out of the want of definiteness in the language of the section of the Estates Land Act as it stands. The defect can be rectified by clearly defining that "Fair and equitable rent" is the rent which Government would take for such land and "Neighbouring land" means neighbouring "Government land."

*Irrigation sources neglected.*—Since the time of the rendition of the estate not a single tank is improved. Big breaches, if any due to heavy floods are being attended to. But the feeding channels, etc., are being neglected. The channel leading water into Sitasagaram near Parlakimedi town has gone into breaches and the estate has not attended to it. The ryots are put to the necessity of covering up these breaches and when the ryots approached the estate for the repairs, we are told that the ryots generally were asked to go to the men to whom they have voted during elections. These ryots were driven to the necessity of spending from their pockets for repairing breaches. The channel leading water from Sitasagaram (Parlakimedi town) to Papascri and other series, Pathapatnam and other villages, and towards the Pinnacheruvu lands, is almost entirely encroached upon and even the remaining part is silted up. No water is flowing through this, and it is not being attended to. There are any number of instances of this kind—vide pages 42 and 43, Economic Condition of the Zamindari Ryots, Part 1, published by the Andhra Zamindari Ryots' Association, Kovvur.

The tanks in the estate have never been properly surveyed. Their capacity is not correctly appraised. The silt deposits in them have never been cleared since the time when they were constructed some hundred or more years back. The ayacut which they are supposed to be irrigating is not correctly estimated. To add to these most of the tank-beds are being given out on pattas; sometimes at exorbitant rates.

*Second-crop water-rate.*—When joint pattas are issued to all the villagers after the block survey of 1867, no mention was ever made about a second-crop water-rate. Individual pattas were issued in 1906 and 1907, but even then no mention of a second-crop water-rate was made. A clause was for the first time introduced in the pattas of 1913, that water-rate would be charged when second crops were grown with water from estate sources. Therein, it was clearly stated that the rates so levied would not exceed Government rates. But in 1923, a schedule of rates which were far in excess of the Government rates was introduced into the patta. When the ryots opposed such a schedule, it was removed, but a clause was introduced to the effect that those who want water for second crop should put in written applications agreeing to the rates that would be fixed by the Diwan and take water after obtaining a written permission. A printed application form was insisted upon in which the schedule of rates that was deleted from the patta was incorporated.

Meanwhile the estate sued some ryots for second-crop water-cess at rate as per their schedule. The summary court, the District as well as the High Court held that the condition in the patta was vague and not binding on ryots and decreed only according to Government rates. Then this privilege was not extended to all the ryots but only those who contested in courts are enjoying it. A number of representations that in justice only Government rates should be collected from all the ryots were made, but estate said that all those that agreed to pay the rates could not now break the contract.

The estate is not prepared to respect either the decisions of court or the suggestions of Collectors. The grievances of the ryots can only be redressed by suitable legislation. In the meantime, the Divisional Officer of Chicacole and the Deputy Superintendent of Police, Parlakimedi, arranged a compromise between the ryots and the zamindar in 1930. The conditions of the agreement are (1) that the ryots should pay half the assessment as fixed by the Diwan, in advance, and the other half when due; (2) that the estate should keep the money only as a deposit and repay such part of it as may be held by the High Court to be inadmissible; and (3) that the estate should supply water. Both the ryots and the zamindar signed the agreement. But in 1931, the estate refused to abide by the conditions of the agreement and insisted upon the printed applications. In 1933, the District Collector of Ganjam drafted another agreement on the basis of the former agreement, but the Raja Saheb did not agree to it. The ryots were driven to the necessity of giving up growing the second crop.

The estate refused to supply water to those ryots who did not put in the written application agreeing to the rates fixed by the Diwan. When the ryots of Saravakote tried to take water, the estate prayed the District Munsif's Court, Chicacole, to pass an injunction order on them restraining them from taking water. Since the estate contested that they have the right of even refusing water, if they liked, the learned Munsif held that the estate had no such right and refused to give the injunction, but expressed clearly that the "estate cannot refuse water on the ground that the ryots did not agree to pay rents that would be fixed by a Diwan" and that "if the estate wanted to enforce this condition, they should bring a suit under section 55 of the Madras Estates Land Act."

*Rent collection—Highhanded methods.*—The right of distraint which the Act gives to the zamindars is being used as a weapon for oppression. Those that dare to differ in opinion from the Raja are the most victimized in this instance as in the case of launching of forest cases. Forest guards are being used in the revenue collections and distraints thus terrorizing the people into the belief that they would be prosecuted under forest offences, if this did not immediately pay.

*Interference with elections.*—The interference of the Raja in Local Boards and Assembly elections is highly inconveniencing the people. The inhabitants of many of the villages that did not vote for the "Raja's party" in the taluk board elections were persecuted. Permits to fetch wood and other materials from the forests are refused to them. Repairs to their tanks and channels are not attended to. Their cattle are not permitted to graze in the forest. Forest cases are launched against many of them. In short the forest administration of the Parlakimedi estate is now a weapon to persecute and terrorize the people.

*Police requisitions.*—The estate generally makes alarming reports to the Government saying that a no-tax campaign is being preached or that the forests are being destroyed and so forth and misrepresent that there is going to be a breach of public peace. These are merely attempts to get police aid and Government sympathy, and then terrorize the people into subjection in all matters even in instances where the estate has no legal rights. These are attempts to get the leading persons, who oppose the unjustifiable demands of the estate out of the way, so that they may afterwards extort from the people whatever they like, brandishing the fate of these leading person in their eyes. Some of the leading ryots were prosecuted under the security sections.

*Forest grievances.*—During the time of the Court of Wards, in the Parlakimedi estate all people, irrespective of their being pattadars or not, were freely enjoying the forests. But subsequent to the passing of the Estates Land Act, the Parlakimedi estate began allowing this right only to the pattadars.

Rule 5 of the rules framed by the Government for the management of the forests in Parlakimedi estate says that all people who live in villages around any forest (not reserved) have the right of free grazing of their cattle, free gathering of fuel, green leaves, thorns and the free collection of timber required for agricultural and domestic purposes. But this privilege is nowhere allowed in this estate. When forests were reserved, a system of tokens was introduced which allowed only pattadars to enjoy such facilities. Subsequently even these tokens were removed from many places. Where they are in existence, they are only nominal.

Forests in the very vicinities of inhabited villages and cultivated lands are reserved. The wild beasts from the forests cause any amount of havoc to the villagers, their cattle, as well as their crops. If any villager dares to shoot a wild beast, the forest guards prosecute him on the false charge that the game was shot in the reserves. Some nameless fellows who hand on the guards would be cited as witnesses. The guard will not send a first information report to the magistrate or to the police. Cases will be filed sometimes after months or even after one or two years. In the meanwhile the case would be manipulated according to the whims of the forest officers.

These reserve forests being interspersed all over the taluk, villages being situated all round them, there is no possibility to know whether the people are getting their wood from the reserves or unreserves. There are no thanas where the forest produce can be checked. The guards catch hold of people getting wood on the road and challenge them that the wood is from the reserves and prosecute them. It is a custom with these guards to go round the villages in the neighbourhood of reserves, look at some fencing or other and then prosecute the ryot with the charge that he stole the materials from the reserve, and prosecute him, if no private adjustment can be arrived at.

The number of kinds of trees that should not be cut down even in the unreserves is 47. Some of these kinds themselves are not to be found even in the reserves, much less in the unreserves. If so many kinds of trees are prohibited, there is nothing else in many of the forests which the people can cut down excepting thorny bushes. The guards in the estate recognize these kinds of wood and in the result, people will be prosecuted even though they cut the right kind of wood. The rates of seigniorage now in vogue are too high. The estate charged at the rate of 9 pies per head-load of dry wood. The Savaras are getting at the most one and a quarter anna for such a head-load. (In the town, they a little more.) For his labour of whole day, he may not get even half-an-anna as wages.

The estate is leasing out its right of collecting of seigniorage to contractors. These contractors collect rates as they please far in excess of the authorized rates. For instance, the rate for one bandy load of green wood is Re. 1-4-0. But in some cases, the contractors are said to be collecting five annas for his clerk as they say. Local differences are being augmented by this kind of leasing out. In order to get the maximum amount the estate will set up a competition between parties in the neighbouring villages. To satisfy their private revenges, these contractors, with the help of the estate staff, put their opponents to any number of difficulties by not allowing the people of those villages to get any forest produce, by preventing even sellers from selling even in such villages.

In this connexion, it is most necessary to refer to the *condition of the Savaras* as related by some of them, who met us at some places during our tours. Originally, they were charged at the rates of one rupee for every "Podu" they cultivated. They used to enjoy the produce of trees like mangoes, tamarind, which were situated in these podus. It was and still is obligatory on them to discharge the following duties, free of wages (called vetti), (1) supplying two head-loads of fuel to the neighbouring temple on each full-moon and new-moon day; (2) supplying two head-loads of fuel to the palace on any festive occasion; (3) bringing materials required for the constructions of pandals for the Raja and constructing them; (4) cutting and carrying wood for the estate sale depots; (5) supplying fruit and other vegetables, currys, etc., to the camps of the estate; and (6) doing free service on the estate farms, besides carrying luggages, etc. Some of these vettis, they have to do for the forest guards and the contractors as well. If at all, they will be given one-half "Adda" of rice and one-fourth of an anna per head of these occasions, when they have to be outside their homes. And now the right of collecting mangoes, tamarind, etc., is taken out of their hands and being leased out to the Rellies. So, even the little remuneration that the Savaras were getting is now denied to them. Even in cases where the Savaras are permitted to gather the mangoes, etc., they have to pay seigniorage in addition to the "Podu fees." The Rellies have also to pay seigniorage to the contractors in addition to the contract fees. Seigniorage will be collected from them every time they are accosted, though with the same material which was once paid for.

Therefore it is necessary that reserves wherever they are in the midst of habited villages should be converted into unreserves and the right of inhabitants for collection of necessary material from forests should be recognized by statute.

The tenants have got the inherent right to use the forest produce for domestic and agricultural purposes free of cost.

Public paths, communal lands and hill and forest porambokes are meant for the use of the villagers in general. The Government held them for the benefit of the villagers. All these belong to the community and hence to the Government and not to the landholder.

Therefore, all the forests for agricultural use shall be transferred to the control and management of village panchayats as in Government areas and all communal lands and properties also placed under the village panchayats.

Before we conclude the case of this estate, we cannot but mention the universal sense of discontent and alarm of the ryots, as regards enhancing the present rents by 37½ per cent. Apart from the reasonableness or otherwise of the demand or the legality or illegality of the claim, this is a time most inopportune for any enhancement. The economic depression is weighing heavily upon the country. Ryots are not able to pay their existing rents. They are heavily indebted. Even the Government have come



to the conclusion that a remission of rents is necessary even in the case of Government jirayati area. Year after year, the Government had thought fit to grant remissions and this year 75 lakhs of rupees are being remitted, while in this estate an enhancement of six annas in the rupee is being enforced. The Marjoribanks report further recommend to suspend settlement operations in ryotwari areas considering the deplorable economic condition of the ryots in Government jirayati areas. The condition of the ryots in zamindari areas is no way better and the same benefit should in fairness be extended to the zamindari areas as well and suspension of all recently enhanced rates and settlement operations now going on in several estates should immediately be ordered.

*Mandasa estate.*

This estate is approximately 132 square miles in area consisting of 166 villages paying a yearly peshkash of Rs. 14,035 and deriving an annual income of Rs. 3 lakhs from tenants. It is now under the management of the Court of Wards.

"The founder of the family Pachendra Bamman Singh is said to have directed in the vision to settle in the Mahendra Malayas of the Kalinga circar and the tradition is that he came from Northern India, the Punjab."

*Burdened with heavy cash rents.*—The old practice of the estate was to collect rents only in cash as some pattas and receipts pertaining to that period clearly show that in the period between 1906 and 1912, the then zamindar insisted for half the share of produce as Raja bhagam and there were a series of troubles, disputes and civil litigations between the zamindar and the ryots. About four years after the advent of the Madras Estates Land Act in about the year 1912, the ryots themselves applied for settlement of cash rents. The present high cash rents ranging from Rs. 14 to Rs. 28-8-0 is only the result of that requisition. But a perusal into the prices between the fasli 1322 and fasli 1331 on the basis of which those cash rents were fixed will show that they were of a period when the prices after deducting 5 per cent was at no time less than Rs. 41 and went even as high as Rs. 73 per bandy. But to insist upon these rents even under the present deplorable market conditions when the price of paddy per bandy is only Rs. 25 is not only unbearable, but highly unjust. The taramwar rates for wet and dry according to the settlement in 1922 and the present demand compared with the demand prior to settlement and the arrears of rent and decrees outstanding in some of the villages in these estates is shown below in the tabulated form. This by itself will show that the demand in each village is increased by many folds and heavy cash rents fixed by the settlement in 1922. In the result, the tenants were unable to meet the demands of the estates and have fall in arrears to the tune of several lakhs of rupees. In spite of the liberal remissions amounting to about rupees one lakh and eighty thousand granted by the Court of Wards, the ryots are still groaning under the burden of heavy arrears of rent.

Village.	Taramwari rates.				Demand prior to settlement.	Present demand.	Arrears of rents and other decrees.
	Wet.		Dry.				
	RS.	A.	P.	RS.			
Pidimandasa ..	23	0	0	..	1,600 0 0 80 cart loads paddy.	3,500	About Rs. 10,000
	20	0	0	..			
	16	0	0	..			
	Rain fed.						
	8	0	0	..			
Devupuram ..	22	0	0	2 0 0	500 0 0	2,500	About Rs. 1,000
	17	0	0	1 8 0			
Haripuram ..	16	4	0	2 8 0	In 1878 Rs. 2,300-0-0. In 1891 Rs. 3,070-0-0. In 1895 Rs. 4,519-0-0.	3,033	" 3,500
	15	8	0	..			
	13	8	0	1 14 0			
Ambugam ..	18	13	0	3 2 0	In 1893 Rs. 2,300 In 1905 Rs. 3,070 In 1912 Rs. 4,519	6,800	About Rs. 6,000
	17	3	0	2 1 0			
	15	8	0	1 0 0			
	Rain fed.						
Kurtilipalem ..	22	6	0	..	Rs. 33,548	10,300	About Rs. 2,600
	21	10	0	2 8 0			
	16	6	0	..			
	14	0	0	1 12 0			
	Rain fed.						
	12	0	0	1 1 0			
Venkatavaradarajapuram.	9	0	0	..	In 1895 Rs. 940	2,240	About Rs. 2,000
	8	4	0	..			
	7	4	0	..			
	22	8	0	..			
Baligan ..	20	12	0	..	In 1833 Rs. 1,250	3,129	NIL
	19	4	0	..			
	17	4	0	..			
	16	6	0	..			
	14	12	0	4 0 0			
	13	0	0	2 4 0			
	10	8	0	..			



In the year 1921-22, when the Settlement Officer fixed these rates, the story goes that the Special Revenue Officer in the first instance fixed far lower rates than what have been subsequently settled by him and in the Madanapuram alias Binnala village, rough pattas were also issued fixing the rates at Rs. 13-8-0, Rs. 12, Rs. 10-8-0, Rs. 9 for wet lands and Rs. 4-8-0 for rainfed. Subsequently God alone knows what influences were brought to bear upon the officers these rough pattas were cancelled and very high rates far in excess of the previous rates were fixed. The following table will show how the rates originally fixed in the rough pattas were subsequently enhanced :—

Village.	Rate fixed according to which rough pattas were issued.			Rates subsequently enhanced.		
	Rs.	A.	P.	Rs.	A.	P.
Madanapuram .. .. .	13	0	0	22	10	0
	12	0	0	21	0	0
	10	8	0	19	5	0
	9	0	0	17	5	0
* .. *	*	*	*	*	*	*
Rainfed .. .. .	4	8	0	8	0	0

This would clearly show that the Settlement Officer in the exercise of his discretion has almost doubled the rates originally fixed by him in the case of Madanapuram village. " *Documentary evidence will be let in at the time of enquiry.*"

*Amani villages.*—In the case of amani villages also, the demand from each village was enhanced to a large extent year after year in the course of appraisement of crops. The inordinate delay in the appraisement of standing crops and the high appraisement made by the estate officials is causing great hardship to the tenants.

*Coercive methods of collection.*—Even with regard to the methods of coercion and oppression adopted by the estate officials under direct instructions from the ex-Diwan himself, there have been many petitions to the District Collector. Allegations have been made of the gross abuse of section 77 of the Estates Land Act in the matter of illegal and arbitrary way of distraining movables, doors of houses, etc., prohibited by the said section.

With regard to the rent suits filed in batches at Chicacole in the Revenue court, in most cases the ryots concerned do not even know for what amounts they are being sued and for what amount ex parte decrees are given against until actual execution proceedings are launched against them. The practice of actually serving of summonses and notices even without taking thumb-impressions and on the mere "Nishani" of the illiterate ryots supposed to have been taken before the village headman who are either in the direct pay or under the influence of the estate is pernicious.

In spite of all these coercive methods of collections adopted by the estate, the very fact that arrears of rent have accumulated to several lakhs of rupees clearly indicates of the deplorable condition of the ryots and their utter incapacity to bear the burden of heavy cash rents in this estate. It is therefore necessary that all arrears of rent should be written off as irrecoverable bad debts of the estate, and that the existing heavy cash rents should be substantially reduced to a level very near to the rates obtaining in the adjoining Jalantra estate.

*Repairs of irrigation sources.*—No care or attention seems to have been bestowed on the normal duties of the estate such as attending to repairs of the irrigation sources from fasli 1330 down to the present day. The ryots of Palem, Patarakonda, Mulipadu and other villages have considerably suffered this year for want of proper irrigation facilities. Their main irrigating channel in the Mahendra Thanaya has been considerably silted up. The water in the river could not be diverted into the channel which is in a far higher level than the river-bed and consequently hundreds of acres were left waste. It is reported that the petition of the ryots for the construction of the masonry dam at the mouth of the channel across the river is so far not heeded by the Court of Wards though they have personally represented their case to the Secretary, Court of Wards, at Madras. The longstanding demand of the ryots of Govindapur and Venkatavaradarajapuram for constructing a masonry dam across "Sunnamudya Gedda" and to close the breaches in the same has so far been neglected. The repeated prayers of the Balajipuram ryots requesting the estate to repair the Chakirevu Gedda is so far left without repairs.

This estate has no proper irrigation facilities and during the years of scanty rainfall or failure of the monsoons, there is diminution of water-supply and consequent failure of crops. The ryots feel that an irrigation project with a reservoir at the top of the hills near "Padigam" or some other convenient place would be a great boon not only to Mandasa estate but also to Jalantra estate and some of the Budarisingi villages. We therefore request that the Government would be pleased to investigate the scheme and prepare detailed plans and estimates for its execution thus to afford proper and regulated irrigation facilities to the ryots in these estates.

*Forest grievances.*—In the application of the rules for the management of the forests the estate is said to have been arbitrary and the rules are being used mostly as instruments of coercion and oppression. The seigniorage collected being as high as Re. 1-4-0 besides other illegal mamuls is prohibitive particularly in comparison with the adjacent existing rate of 8 annas in the neighbouring estate of Budarisinghi.

We beg to point out that as many as 40 other villages have applied for survey, record-of-rights and settlement. Some of them were surveyed and none of them have yet been settled although eight years have elapsed and petitions after petitions have been put in by the ryots. The same difficulties of paying varam rents continue still even though the ryots have paid hard cash for settlement.

#### *Jalantra estate.*

The Jalantra estate in the Sompeta taluk consisting of 78 villages is approximately 100 square miles in area paying a yearly peshkash of Rs. 7,384, with an income of over 80 thousand rupees from the ryots.

*Jalantra—Destitute of water.*—“This zamindari said to have been founded by Sri Purushotama Gajapati Deo who halted in a jungle near Mahendra mountain when returned to Cuttack after his victory at Conjeeveram. After subduing the neighbouring Savaras he nominated his son Govindo Choitonyo Deo to be Raja and then called the place ‘Jalantra’ the circumstances of its being a track devoid of water. As an emblem of his having overcome and reduced the hill people to obedience the king further ordered them net ‘Uria Zalo’ with which they were accustomed to catch wild beasts to be used as a sign by the Raja.”

This estate appears to have been surveyed and settled along with Parlakimedi estate about the year 1868, when it was under the management of the Court of Wards. The rates fixed ranging to Rs. 3 to Rs. 6 on an average wet and Re. 1 to Rs. 2 dry are quite favourable though they are little far in excess of the rates prevailing in the adjoining Government taluk of Ichchapuram.

*Water-supply and irrigation sources.*—The estate is full of many big hills. Adequate amounts are never sanctioned for their repairs. The tank-beds in many cases are encroached upon by the ryots and they are being given on patta on payment of high premiums. Consequently the capacity of the tanks to hold sufficient quantity of water is diminished and the lands under the avacut had to suffer for want of sufficient supply of water. Often due to scarcity of rainfall, there has been failure of crops almost every year and the ryots are forced to pay their dues even if the crops have completely failed. In this estate the ryots never had the benefit of any remissions in any year.

The Vizianagram samasthanam some years back in order to afford irrigation facilities to the ryots started a project and had dug a channel up to the Padigam village. Subsequently, this irrigation scheme was abandoned and so far it is not taken up in spite of several petitions sent to the estate authorities and to the Court of Wards. In October 1937, the ryots went to Madras and urged on the Hon'ble Revenue Minister and the Secretary, Court of Wards, on the immediate necessity of taking up the Padigam project in right earnest. The Estate Collector demanded a deposit of Rs. 50 thousands for undertaking the scheme. This year due to the scarcity of rainfall and want of proper irrigation facilities, crops have failed completely in many villages and it is not possible for the ryots to advance or deposit an amount of Rs. 50 thousands as demanded by the Estate Collector.

The ryots therefore pray that the Government should use its good influence to somehow allot funds for undertaking this irrigation scheme forthwith thus to afford everlasting irrigation facilities to the ryots in this estate.

*Indiscriminate forest prosecutions.*—Recently after the Court of Wards assumed the administration of the Vizianagram samasthanam, a series of prosecutions for alleged infringement of Forest Rules have been filed in the beginning of this year, particularly for grazing of cattle in an unreserved hill belonging to the estate and in almost all the case, the ryots were sentenced to heavy fines and in many cases were obliged to compound for large sums of money.

Still there are hundreds of cases pending trial in the Sub-Magistrate's Court, Sompeta, and the ryots submit that the Government should re-examine this question in the light of facts and in circumstances stated below and ordered the immediate withdrawal of all pending cases and grant free grazing rights to the tenants in the village adjoining Jalantra forest.

The estate in pursuance of its general policy of increasing its forest revenue has taken recourse to launch a series of prosecutions against all those ryots who have not been paying the fees prescribed for the grazing of cattle even though their cattle did not trespass into the Jalantra forest limits. The forest guards and village officers who are

mere tools in the hands of the estate after the Court of Wards assumed the administration of the estate, in order to support the above policy of increasing the forest revenue, seem to be making indiscriminate complaints even without actually going to the scene of alleged offence in the forest area even though the alleged offence was not committed.

Under the above circumstances in the absence of independent disinterested evidence corroborating the testimony of the forest guards and village officers and other witnesses who are subject to the influence of the estate authorities and who are under various obligations to them, the trying magistrates ought not to convict the ryots indiscriminately.

When the ryots were convicted in the first batch of Narayanapur cases to heavy fines, they were terrified that the forest cases will automatically end in convictions irrespective of the truth or falsehood of the offence alleged and therefore have abstained from taking their cattle to the estate forest area, but have been grazing their cattle in the grazing grounds and communal porambokes and on field bunds and fields adjoining their villages and the forest area of the Suriapalli and Kauchili mutts.

Even under section 26 of the Forest Act, it was necessary that all rights legally vesting in individuals and communities should have been enquired into at the time of making rules for the enforcement of the provisions under the same. Under rule 5 of the said rules of the Jalandra estate, it was obligatory upon the Collector to make a thorough enquiry into the rights legally vesting in individuals and communities particularly with respect to the right of pasturage. But no such enquiry was made by the Collector. The ryots of the Jalandra estate have been grazing their cattle in the forest area from time immemorial even after framing of the rules under section 26 of the Madras Forest Act uninterruptedly and without paying any grazing fees to the estate till 1936 when the estate forest authorities began to persecute them with numerous prosecutions. From this long enjoyment as of right, the ryots have acquired a valid prescriptive right of pasturage which would have been certainly conceded and declared and notified had the Collector undertaken a thorough enquiry before the framing of these rules. The absence of collecting any grazing fees or prosecution for default during the last about 20 years from the time of framing of these rules is proof positive of the prescriptive rights of the ryots. The estate forest authorities have begun for the first time in 1936 to exercise the rules framed 20 years back without due notification as required by law and no opportunity was afforded to the ryots to contest the validity of such levy of fees for grazing.

The non-compliance with the preliminary procedure regarding due enquiry relating to the rights of individuals and communities before the framing of the rules together with the absence of any notification proper in the village before the enforcement of these rules renders these prosecutions void, illegal and unsustainable in the eye of law.

*Estate officials.*—The high-handed and unfair methods adopted by the estate officials in the matter of collection of rents, distraint proceedings and in the distribution of water is being greatly resented by the ryots, and at a recent conference held at Buragam they demanded the transfer of the amin Mr. A. D. Patro who was managing the estate as the supreme authority since the last ten years. The amin is said to interfere invariably in all elections to the local boards and legislature and the ryots are often threatened with many consequences, if they refuse to obey his directions, and instances are not wanting to substantiate this charge. Thus the right of free exercise of franchise is seriously curtailed in this estate by its amin.

The granting of all communal lands like that of tank-beds, porambokes, grazing lands, banjar and bought-in lands as patta to the ryots on payment of high premiums is curtailing the rights of the community to free pasturage and other common necessities (some bought-in lands are free from assessments and are being enjoyed by influential ryots which seem to be convinced by the estate officials).

This state of maladministration and julum of the estate officials should be remedied at once.

P. SYAMASUNDARA RAO,  
President.

**Memorandum by the ryots of Valluru and Rajupalem village of Anakapalle taluk.**

Our village is situated in Anakapalle taluk in the district of Vizagapatam. It is in Chemudu estate. The major portion of the land in the village is dry and a minor part is wet. The tank is the main source of water-supply and it lacks proper attention and repairs.

I (a) The ryot, who cultivates the land and works under the sun all the year round, is the real master of the land he cultivates and from his labours he feeds himself, his family and the landlord. A share of the land should be given to the king for the purpose

of protection and administration of justice. The zamindar is the mediator to collect from the ryot for the king. But the zamindar is usurping the rights of the ryot in that he reserves for himself the right over the mines that might at any time come into existence.

(b) The zamindar collects the king's part and his right is subservient to the Provincial Government. The ryot possesses all the rights over the land he cultivates but pays the king's dues.

II. (a) & (b) The reasonable kist is one levied on the basis of due calculations of the income and expenses on the land after consulting the soil, the irrigation facilities, the surroundings and the size and volume of attention and labour and investment.

(c) Remissions should be governed by legislation and given in accordance with the value and nature of the crop, and the investment on the crop.

(d) Kists should be fixed in accordance with the conditions of the market and the seasonal conditions. But, if reasonable rates are fixed on the basis of soil and other conditions, they may be fixed once for all.

(e) When the assessment is not properly made, the Provincial Government should have full control to exercise their discretion.

III. (a) The present method of collection of kists should be given up and the zamindar should collect the kist as was usual formerly.

(b) Kists should be collected in instalments from March to July ending. The kists should be collected as Government quit-rents. If the ryot cannot pay due to circumstances, a simple interest at 3 per cent per annum may be charged.

(c) The procedure adopted by the Government in the collection of kists may be followed. The stamp duty and the attachment of the ryots' dwelling houses may be avoided.

IV. (a) The supply of water to the ryot is the primary responsibility of the zamindar and the ryot should have the right for the sufficient and good supply of water for the land he takes from the landlord.

(b) The zamindar has got the right over the water-sources. But he should see that even distribution of supply is made to all the ryots according to the extent of the land and the necessity for the particular crop. The most influential man should not usurp the rights of enjoyment to the maximum as is often the case now. No right of control shall be invested on any local ryot possessing land under the water source.

V. (a) The land should be surveyed. The ownership of the land should be settled to the ryot. The rights of ownership of the trees in the land should be possessed by the ryot. The trees near canals, the tanks, etc., the fish in the tanks and other water sources should be distributed to all the ryots in the village, as otherwise such rights are enjoyed by a few influential men only at present. No separate rents should be collected by the zamindar on the trees, fish, etc.

(b) The zamindar should bear the cost of survey.

VI. The zamindar should not demand other taxes than the land kist. In some cases at present, the zamindar is levying water-cess, which should be given up.

VII. (a) The ryot should freely use the pasture, the firewood and the manure. There should be a common pasture land, extending over not less than fifty acres even for a small village as the wealth or prosperity of the village is dependent on the cattle and their food. At present, this need is greatly and gravely felt and this may receive the immediate attention of the Government. No one man should have any control over the pasture land. There should also be one tank for the cattle. There should also be a common tank very near the village to serve good many demands of the villagers.

(b) The ryot has got every right to use the pasture, the firewood and the manure, etc., for self-dependence, and also for self-subsistence. He should have the right to take firewood from the forests. He must also be allowed to take wood and *thatch* from the forest for implements and his sheds.

(c) The ryot cannot claim a right over the hills and forests, except for the purposes mentioned supra. He has a right over the footpaths, porambokes and common lands. The encroachments of these should be carefully avoided as they are primarily responsible for the worst crime in the villages and for the frequent altercations among the families. The village officers' reports will be self-sufficient for action in these cases.

VIII. (a) The zamindar should give good water facilities, repair and construct ari-puts, tanks, etc. A part of the zamindar's income should be allotted for such purposes and the works should be carried out in consultation with the village panchayatdars and the Public Works Department.

(b) & (c) When the zamindar fails to get the water sources kept in good order, the Provincial Government should have full control to enforce such attention or spend such amounts they deem fit to keep them in good order, and such expenditure as may be involved may be collected from the zamindar. The Provincial Government should also have full control to enforce sufficient supply of water either from tanks, or wells or other sources.

IX. Zamindari system should be given up and there should be jamabandi by the Government every year, so that injustice done to the ryot may be rectified or ameliorated.

X. The zamindari ryot should have as many facilities as the Government ryot. The sub-tenant has no concern.

XI. (a) The power to settle disputes between the zamindar and the pattadar should be settled in a special panchayat court of the village without stamp duty and not by the revenue court.

(b) The special court should conduct the cases in the village itself where the dispute arises or where the land is situated.

XII. (a) When a land is occupied for cultivation by a ryot, the zamindar should assess the land on the basis of the taram of the adjoining lands.

(b) Some of the inam lands are being assessed at different rates in the same locality. Reasonable rates and uniformity should be considered. The same difficulties existing in the jirayati pattas are being experienced in the inam pattas also and the Government should consider these difficulties, and rectify the same.

(1) There should be facilities to construct tanks on the dry lands and convert them into wet lands wheresoever possible.

(2) There should be village panchayat courts.

(3) There should be vacant land around the village for sanitary and other considerations.

(4) There should be total prohibition of toddy and arrack.

(5) The sowcar system should receive careful attention of the Government. The high rates of interest charged by the sowcar is a tremendous menace to the welfare of the ryot and serious hindrance to the progress of the village.

(6) There should be roads constructed to villages containing 2,000 and more population.

(7) Educational facilities in the villages may be made compulsory.

(8) The stamp duty may be reduced.

(9) The Thadivaka-Gedda (a terrible streamlet) has spoiled about 400 acres of cultivable land in our village. The condition has not been attended to by the zamindar during the past fifteen years and yet kist is collected annually from the ryots concerned.

#### RYOTS OF VALLURU AND RAJAPALEM VILLAGES.

##### Memorandum by the ryots of Totada village of Priya minor estate.

We are the ryots of the Vizianagram zamindari. We are paying nearly Rs. 600 (rupees six hundred only) as shrotriyam to that zamindari. In the year 1880 the proprietor of Priya agraharam bought the Totada village and from thence we are paying the rents to the Priya proprietors. From thence forwards our proprietors increased our rents. It is going on like this from the last six decades. The rents in cash were subsequently turned into rents in kind and we are all paying nearly 60 garces of paddy. Every year, besides taking rents in kind regularly by allowing remissions now and then they are now taking greengram hayricks, coercive labour, not allowing village-sites for our use and such other methods. The usual amenities required by a human being like raiment and food are forbidden to us and though we are the people who are responsible for the production of these cereals, our mouths are being closed and our proprietors are taking the produce to their house and living sumptuously. The present minor proprietor is paying Rs. 400 towards water-rate and quit-rent and Rs. 176 to the Vizianagram estate. Hence we humbly beg your honour to enquire into our affairs and see that our old rents and mamuls are restored. Besides these, our proprietors are not at all paying proper attention for the repairs of the tanks and lands. They are badly in need of repairs.

All our village ryots are paying Rs. 5-6-0 per acre as jiraviti kists. Our village is under the direct supervision of the Sreekurmam thana of the Vizianagram estate.

Some other villages, viz., Kanugulavasa and Belamam, which are under the supervision of the Sreekurmam thana are paying Rs. 8-9-0 per acre as rents. The Davadi proprietary is also in the same level. Even the cattle-grazing banzar lands are being given for pattas to some ryots and there are no grazing grounds for our cattle.

Hence we, the ryots of the Totada village, earnestly pray your honour to order for an early enquiry and relieve us from the zamindari oppression.

SECRETARY, TOTADA RYOTS' ASSOCIATION.

**Memorandum by the ryots of Nilavathi and Makannapalli of Mandasa estate.**

1. We are the ryots of Mandasa estate. The said estate is under the control of Court of Wards.

2. We hold dry and wet lands and pay rent in cash. It is commonly known to all that the rents in Mandasa estate are greatly high. We pay at Rs. 5 to Rs. 22 per acre to the estate on dry and wet lands from which we have been getting nothing since three years owing to failure of crops. We become paupers and several people of our village went to Rangoon giving up the cultivation of lands entirely. There is no estate in the Presidency to compare with Mandasa in demanding highest rents from the ryots.

3. Having come to know that the Government are pleased to make enquiries into the affairs of the ryots versus estates in the Presidency we are hopeful that our position will certainly be improved, but we beg to submit that we cannot meanwhile pay rents to the estate at such highest rate as mentioned in paragraph 2 supra.

4. We pray that your honour may be pleased to interfere in this matter and get the estate obliged to reduce the rents up to date at 50 per cent and issue early orders to the estate to stop the collection of rents pending decision of the Government in this matter till the proposed Ryots Moratorium Act comes into force.

RYOTS, NILAVATI AND MAKANNAPALLI OF MANDASA.

**Memorandum by the Jalandra Taluk Ryots' Association, dated Sompeta, the 1st November 1937.**

The Moratorium Bill in its present form is incapable of coming to the rescue of many of the tillers of the soil whose agricultural income is supplemented by other kind of labour and also of non-agriculturists such as farm servants and labourers who have not got lands of their own and are poorer than the agriculturists that come within the purview of the Bill. We therefore pray for modifying the Bill.

2. The association views with disappointment the delay in the formation of the Andhra Province the agitation for which began more than two decades ago whereas the Oriyas who started agitation long after the Andhras, succeeded, within a short time, in achieving their object of securing a province of their own in spite of backwardness of its population and its deficit revenues. May we, the ryots of this Andhra country, appeal to the Andhra leaders to bestir themselves to secure a province for the Andhras. The country's approval of the formation of Provinces on a linguistic basis is patent from the resolutions of the Indian National Congress; and an Andhra province would have, by this time, been a reality but for the indifference of its leaders. The association earnestly prays that the Andhra Ministers now in the Cabinet along with Andhra legislators do take up the subject for discussion by a resolution in the Assembly and see that the long-cherished hopes of the Andhras in the matter of a separate Province are realized and that the Andhra language and culture are protected and improved in the best manner possible.

*Our grievances in Jalandra estate.*

3. The plight of the Jalandra ryots is particularly miserable because of the scanty existence of irrigation sources. The ryots have petitioned to the Estate Collector, Vizianagram samasthanam, the Court of Wards and, in person at Madras, to the Honourable Revenue Minister for the Government, for starting the long-neglected "Padhigam Project" for irrigating the lands in the estate, but the Estate Collector puts forward a novel proposal by demanding the ryots to raise Rs. 50,000 by way of advance kist collections and water-rate. This proposal of the Estate Collector is impossible of execution and is calculated to hamper the progress of the project. The ryots request the Government to pass necessary orders for providing irrigation facilities by bringing into existence the long-contemplated "Padhigam Project" of irrigation.

4. The ryots have been, from time out of mind, grazing their cattle in Jalandra forests and getting dead firewood, fencing material, green leaf manure and timber required for agricultural implements from the forest without obstruction at any time.

But after the advent of the Court of Wards management, the estate authorities have, without proper notification or enquiry regarding the rights of ryots in the forest as provided for in the Forest Act, begun to file numerous prosecutions against the ryots alleging it as a ground, that the cattle grazed in forest area. The estate authorities have collected thousands of rupees from the ryots by way of compounding fees and fines levied by the magistrates and seem to be bent upon continuing the same course of coercive action in respect of the numerous cases which are still pending. The ryots have passed resolutions and presented memorandums to the Government, Court of Wards and estate authorities. The ryots request that, till the Estates Land Act and Forest Act are amended so as to maintain the free grazing and other rights of the agriculturists to the forest produce, the Government may be pleased to issue necessary orders for withdrawing all the pending prosecutions and permitting free grazing and free exercise of other rights to forest produce.

5. The association regrets to add that this year most of the lands in this taluk were left without transplantation for want of timely rains and even the crops in the few places where transplantation took place, have withered for want of water-supply and do not promise even a two-anna crop. The ryots therefore pray that necessary remission of kist may be ordered.

6. At the time of the abolition in 1932 of the Ichapur Deputy Tahsildar's office to be absorbed in Sompeta Deputy Tahsildar's office, a bench court was formed at Ichapur; when owing to the insufficient accommodation in the Deputy Tahsildar's office building at Sompeta, the office was transferred in 1933 from Sompeta to Ichapur a bench court was similarly formed at Sompeta for trying offences in the locality consequent on the removal of the Deputy Tahsildar's office. But, after the restoration of the Deputy Tahsildar's office at Sompeta in October this year, the need for the bench court at Sompeta no longer exists, not to say that people prefer having their cases tried by Magistrates having knowledge of law and sufficient experience of court work to hearing as judges persons void of legal knowledge or good experience. The association therefore prays that the unnecessary Bench Court at Sompeta may not, in the interest of justice, be allowed to function any longer.

MALLA APPALASWAMY,  
*Secretary, Ryots' Association, Sompeta.*

**Memorandum by the North Vizagapatam District Ryots' Association, dated Chicacole, the 28th November 1937.**

We the members of the North Vizagapatam District Ryots' Association feel it our duty to get to your notice the plight of the ryots in Tekkali, Narasannapeta, Patapatnam, and a portion of Chicacole taluks due to failure of monsoon this year, resulting in complete failure of paddy under the channel land tanks. The ryots in zamindari area are much worse off, unless the Provincial Government extend their helping hand, giving remissions in ryotwari area and influence the zamindars to suspend the collection of revenue for this fasli the ryots would be hit hard.

The ryots in this division have not yet recovered from the recent famine and therefore the Government without further delay waiting for the reports from the officials should at once order not to collect the instalments of takkavi loans which are due in this month, and give at least the already thought of remission in ryotwari.

The Hon'ble Minister is quite aware of these facts, for, during his tour in this division thousands of ryots made representations to him personally.

Therefore we fondly hope that the Government would take action urgently.

P. SYAMASUNDARA RAO,  
*President.*

**Memorandum by the Kandra castemen of Tekkali taluk, Vizagapatam district, dated 1st November 1937.**

We, the undermentioned signatories and marksmen of the Kandra caste of the Tekkali taluk in the Vizagapatam district, most humbly and respectfully beg to bring the following few lines into Your Honour's most benign and sympathetic consideration.

We beg to state that fishery is the only source of our maintenance. There are about a dozen tanks and brooks in the Patha-Tekkali and the Nandigam estates of the Tekkali taluk, our ancestors used to have the opportunity of enjoying all the fish in the abovementioned tanks and brooks without paying any amount whatsoever to the zamindars of the said estates but used to attend to the calls of the zamindars to execute any amount of menial work.

But now due to our great misfortune the custom has been quite reversed. The zamindars put a stop to the above custom and began to tax us heavily. They demand large and enhanced amounts of money for allowing us to have the lease for one year. In case we fail to pay it, we are taken to legal action due to the heavy amounts that we pay; we are forced to sell the fish for heavy prices. This is objected to by the local people. In this connexion we beg to state that in the Parlakimedi estate, our brethren are enjoying the privilege as our ancestors used to do.

In this connexion we beg to say that even in Government brooks and streams, the Government has enhanced the amount of lease and thereby disabled our profession in that aspect also.

In this connexion we beg to state that ours is one of the poorest communities of the Tekkali taluk. In such a case we feel it quite impossible to enjoy the temporary leases on payment of heavy amounts, say, any amount at all.

We cannot have any other source of maintenance. So we beg Your Honour to be pleased to order the zamindars of the said estates to bring into force the old method and for which act of charity and benevolence we shall as in duty bound ever pray.

#### KANDRA CASTEMEN OF THE TEKKALI TALUK.

##### Memorandum by the ryots of the Bobbili zamindari, dated Guttavilli, the 2nd November 1937.

The memorialists beg to submit that the assessments in the Bobbili zamindari area are abnormally high being Rs. 30, Rs. 40, Rs. 50, etc., per acre as compared with Nelli-parthy, a Government village just by the side of the Bobbili area and Cheedivalasa of Vizianagram estate village where the rates are only Rs. 5, Rs. 6, Rs. 7, etc., even though the lands in Bobbili area are in no way superior to those lands.

The memorialists, therefore, submit that the survey and preparation of records of rights have to be done early at the expense of the zamindar as in the case of Government villages. As regards classification of fair rents the principles adopted by the settlement in fixing assessments may be followed.

The memorialists further submit that irrigation sources are hopelessly irregular in zamindari villages. They hope that defect would be rectified soon. Necessary provision may be made for the grant of the remission in the event of failure of crops in the zamindari area as is being done in the Government villages and for the ryots making use of the forest free for building and domestic purposes.

Another fact which is equally important is that it has not been the practice anywhere in the zamindari to look after the well-being of ryots by way of making any provision for health, education, etc., as is being done in Government villages.

The memorialists, therefore, pray that Your Honour may be pleased to redress their grievances early.

P. N. APPA RAO, PRESIDENT, RYOTS' ASSOCIATION, GUTTAVILLE.

##### Memorandum by the Viravilli Taluk Zamindari Ryots' Association, dated Chodavaram, the 26th November 1937.

I. (a) Ryot and not the zamindar is the proprietor of the soil.

(b) A tenant has the right to cultivate the soil and appropriate the profits subject to the liability of paying some reasonable compensation to the landlord.

II. (a) & (b) One-sixth of gross produce may be taken as fair and equitable rent. Two shares of the produce may be set apart for the investment (seed, manure, etc.). Two shares of the produce may be set apart for the wages of the ryots and his family. One share may be set apart as a sort of insurance against risk. The remaining one-sixth share may be set apart for rent.

(c) There must be an enactment for remissions. Otherwise landlords do not voluntarily grant remission in times of failure of crops or fall in prices, etc.

(d) There should not be a permanent settlement of rates of rent. There may be periodical settlement of rates of rent with a view to better the condition of the ryot. This right may be vested in the Law Courts with appropriate provisions for guidance.

(e) There must be some rescue power in the Provincial Government.

III. (a) & (b) It is desirable to adopt the procedure obtained in the ryotwari tracts. The method must be simple, effective and less costly. The Estates Land Act must be suitably amended.

(c) The work of collection may be delegated to the panchayat boards to be formed in a village or group of villages.



IV. (a) Irrigation sources are not independent of the holdings. Those rights are inherent and appurtenant to them and they are not the result of any contract.

(b) No. The landholder has no superior right in the water sources.

V. All the estates must be surveyed and record of rights should be prepared, all this should be done at the expense of the estate.

VI. Only rent and nothing in addition should be taken by a landlord.

VII. It is absolutely necessary to allow free grazing of cattle in the forest. The ryots should be enabled to take timber freely for the use of agricultural implements. All the forests should be under the direct control of the Provincial Government and uniform policy should be adopted.

VIII. The whole irrigation department must be taken under the management of the Provincial Government and the cost of repairs, maintenance, etc., must be met out of revenues of the estate. A fixed proportion of the revenue of the estate must be set apart for this. Minor repairs may be done by the ryots themselves and the cost paid by the landholder.

IX. It is desirable to have jamabandi every year.

X. The rights of a pattadar and his sub-tenants must be regulated by contracts in writing. If a ryot lets out a holding to sub-tenant continuously for a period of more than 12 years the sub-tenant may be granted permanent occupancy rights. A sub-tenant should pay reasonable rent to his land. The zamindar may be granted a right to collect rent from a sub-tenant in proportion to the area held by him.

XI. There is no need for the existence of the Revenue Board. There may be special tribunal or the High Court may be empowered to do this work. The civil courts may be given jurisdiction to try the proceedings between a landlord and his ryot. There should be nominal court-fee for this litigation.

XII. (a) The ryot should be granted a patta with a liability to pay rent at a rate which is fair and equitable.

(b) The village panchayats may be enabled to collect the kattubadi, peruppu, etc., as in the case of rent in a ryotwari tract. Proportionate kattubadi may be collected from the alienees from the inamdars. There should not be joint and several liability to pay kattubadi.

*Additional matters to be considered by the Committee.*

1. The kistbandi now prevalent in the estates of this district (Vizagapatam) is very hard, as the ryots are required to pay the rent in July, August, November and December. Before the ryots are able to realize any money on the crops they are forced to pay by coercive steps. So it is desirable that rents for dry lands be payable in October and for wet lands in January to March.

2. Village communal lands should be exclusively set apart for the benefit of the village community and the landholders should have no rights over such lands.

N.B.—The above replies will be elaborated at the time of the enquiry by the Parliamentary Committee.

PRESIDENT, THE ZAMINDARI RYOTS' ASSOCIATION, VIRAVILLI TALUK.

Memorandum by Mr. K. Satyanarayana, B.A., L.T., Secretary, Parlakimedi Taluk Ryots' Association, dated 29th November 1937.

I. (a) According to history, the earliest system was that all property belonged to the clan. But when notions of private property were developed the ruler was given a share to look to the safety of the clan or community. According to Jaimini, the king has no right to the proprietorship of the soil (13 land tenures). According to Nilakanta "The ruler has only to take the taxes" (14).

Whether the zamindars be the creation of the Muhammadan Government or whether they be descendants of ancient settlers, the fact remains that they were never there as cultivators or clearers by themselves. They can, at best, be said to be heads of clan of clearers, who were to take a share from the cultivators and to protect them. They can never be said to have any proprietorship to the soil.

The tenant alone is the proprietor of the soil.

(b) The history of Parlakimedi shows that there were many vicissitudes in the families of the zamindar as a result of which they used to ravage the villages. But the tenant population always held the ground and they can never be said to have lost their proprietorship. The landlord's interest in land was only the collection of rent. All other interests belonged to the tenants!

II. (a) & (b) The rent or assessment which Government would receive for similar lands with similar advantages, in ryotwari areas may be taken as the fair and equitable rent, in the case of zamindar land, pending a thorough revision of the whole land revenue policy of Government.

The question of fair and equitable rents in zamindaris is very closely allied to the question of what the position of a zamindar was with reference to the Government at the time of the permanent settlement and prior to it. There does not appear to be even the slightest justification for the rents in a zamindari area being higher than those of the neighbouring and similar lands in area owned by the Government directly. It is also significant that in areas which were formerly zamindari were resumed by the Government subsequent to the permanent settlement, assessments were settled on the ryotwari tenure basis.

It was held by every eminent authority on the subject that during the regime of the Moghuls, and subsequently under the Government of the East India Company, the zamindars—whatever their origins were treated only as farmers of public revenues. (Please see extracts from some of these opinions in Appendix I at the end of this note.)

It was also held that the permanent settlement did not give them any new rights.

If it is granted that at the time of the permanent settlement the zamindars were only farmers of public revenue, it follows that the rent which they are entitled to collect are only the rent which the Government would collect if it collected the revenues direct.

At any rate it is clear that at the time of the permanent settlement the same share of the produce was being taken at least from the ryots both in amin as well as in zamindari areas. The terms of permanent settlement made it clear that this rate of assessment should not be increased on any account or under any name (section VII of Regulation XXX of 1802). Mr. Hodgson observed in 1806 that this prohibition involved the recognition of an old and known tax which was not to be exceeded.

What this share was which the ryot was to pay is worth considering. As clearly as the time of the first Dravidan settlement the share of the king was said to be one-sixth of the produce or income. (1) A number of codifiers in the earlier times of Aryas have held the same view. According to Manu "A King may take of grain an eighth part, a sixth or a twelfth according to the difference of the soil, and the labours necessary to cultivate it." Yajnyavalkya fixes the King's share as "one-sixth," Gauthama as "one-tenth, one-eighth or one-sixth," Narada as the "sixth of the produce, Venu as a sixth part of the yield ear of the grain." (2) This rate of Kings' share obtained even up to the Muhammadan times. Historians have said that even in time of Akbar one-sixth was considered "Rajabhagam." At any rate, it is well known that when Mah-rattas collected a fourth "couth" it was considered inhuman and exorbitant.

When the question of the settlement of this very Parlakimedi zamindari itself arose, a member of the Board of Revenue remarked in Court's Proceedings No. 7434, dated 5th November 1863. Mr. Forbes has not explained what in his opinion would be a moderate assessment. Have we any information as to what proportion, the rate hitherto levied on dry and wet has borne to the gross produce? Let this proportion be in future twenty per cent for wet and dry."

It is very significant that in the remarks of the member of the Board of Revenue, quoted above, the word "assessment" is used. It is also significant that at the time of the settlement of the Parlakimedi zamindari in 1860-67 the rates proposed and approved for the zamindari were the same as the rates proposed by the settlement officer for Chicacole (ryotwari) taluk; and that the rates then introduced were considered to be permanent and unalterable. But subsequently the Board of Revenue turned down the rates proposed for Chicacole taluk on the ground that they were very high and reduced them. (The rate of rent for Chicacole taluk even after enhancement or resettlement in 1916, are still lower than the rates fixed for Parlakimedi zamindari.)

Up to the end of the last century, or even up to the time of the introduction of the Estates Land Bill in the early part of this century, the idea of even members of the Government and the Board of Revenue was that the zamindars were only farmers of public revenue, and that the rents in zamindari areas should be similar to the rents obtaining for similar lands in the neighbouring Government villages.

But this idea was left vague in the Estates Land Act and was not clearly defined. Phrases like 'the established varam of village,' 'fair and equitable rent' were used which were capable of being interpreted so as to work hard upon the ryots.

It was recognized on all hands that the zamindars did push up very high rents against all principles of the permanent settlement and the subsequent enactment (please see Appendix II). It was accepted by the Government itself that the zamindars forced up the rents under threat of evicting the ryots from their ancestral homes, and it was to safeguard the ryots against this threatened eviction that the Estates Land Act was framed and passed. It was with this intention of placing a limit upon the demands of the zamindars, that the limits were fixed in the cases of enhancements of rent while no such limits were imposed in cases of reduction of rents [cf. sections 30 (1) and 38 of the Act]. In their proceeding of No. 53, dated 2nd December 1864, the Board of Revenue remarked "the Board maintain that the whole tenor of this regulation (Regulation XXX of 1802) is consonant with the expressed intention of the framers of the permanent settlement, to put a limit to the demands of the zamindar on the ryots and to preclude the zamindar from arbitrarily determining his demands or modifying them at pleasure, *except to relax them* for a specific purpose which was equally to his and his successors' advantage and to the benefit of the ryots."

This very same idea was prominent when Mr. Forbes introduced the chapter for settlement of rents in the Estates Land Act. Having made it that the zamindars had pushed up the rents very high and that as a result there are tendencies of revolt among the ryots, he says "I may however refer for a moment to clause 137 (now section 168) which enables the Government to make a settlement of shiots *when the interest of public peace and order demand such a course.*"

Under these circumstances the intentions of the framers of the chapter could never be to enable the settlement officers to enhance the rent, but to reduce them if they are found to weigh heavily upon the ryots. But the unfortunate indefiniteness in the language used has given scope for the enhancement of the prevailing rents at the hands of the settlement officers.

There is also the necessity to define that a 'fair and equitable rent' in the Estates Land Act. It may be defined as 'the rent or rate of rent obtaining for similar lands with similar advantages in the neighbouring or nearest ryotwari area' and to amend the allied provisions of the Act accordingly. It should also be made clear that rents should not be deemed to be unfair if they do not exceed the rents on similar Government lands. Provisions have to be made to have the rents wherever they have been already fixed exceeding the neighbouring Government rates, to be reduced on application by the ryots.

It must be remembered that the Taxation Enquiry Committee recommended only 25 per cent of net income and even the 1937 Madras Land Revenue Enquiry Committee accepted this view. Even this method of fixing rents taking one-fourth net income will weigh too heavily upon our peasants. Therefore in fixing a 'fair and equitable rent' Government has to take the following considerations into account:—

- (a) It ought to exceed one-sixth of net income.
- (b) Net income can be arrived at only after deducting cultivation expenses, i.e., cost of seedlings, transplantation, harvest and other charges including minimum maintenance of peasants and livestock and provision for merchants' profits and vicissitudes of seasons.
- (c) Rents should be settled once for all in all the zamindaris on the lines stated above.
- (d) Provincial Government should have powers to reduce rents where they were fixed unduly high, but not to enhance them on any account.

Parlakimedi zamindari consists of 526 jirayati villages (in addition to inam) and other villages. The peshkash was fixed, on an estimated average income of Rs. 1,20,000 at Rs. 80,000. The present revenue income of the estate is reported to be nearly five lakhs of rupees, besides, forest and other revenue.

The estate was under the management of the Court of Wards for a very long period from 1806 to 1830, 1832 to 1880 and from 1895-1913. During these periods order and system were introduced in the zamindari. The early history of the estate can be traced from the various administration reports of the Court of Wards. (These records relate not only to the zamindar but also to ryot inasmuch as they relate to matters in the zamindari. But unfortunately the ryots are denied access to these records while the zamindar is supplied with copies of the entire records.)

It is not definitely known whether waram rents existed at any time in this estate: but money rents seem to have been introduced, at least, during the second period of the Court of Wards administration referred to above. It is not clear on what basis or according to what principle these money rates were introduced. There is evidence to show that as early as 1862 definite notions of a rate (in cash) per acre reporting in 1861 on the conditions prevailing in the zamindari. Mr. Forbes, Collector of Ganjam, states that rates varying from Rs. 2 to Rs. 5 per acre were in vogue.

A definite scheme of fixing rents was evolved between 1861 and 1868. As was then the system in vogue even in Government villages, where joint village rent system prevailed, the villages were surveyed in blocks each block consisting of a separate kind of soil. A plan of classification of soils approved by the Director of Revenue Settlement was adopted for the assigning of yield to the various classes, and the rates of rent approved by the Court of Wards were settled for the various classes.

The Government taluk of Chicacole was being settled by the Government settlement party at that very time (1860 onwards). The rates of rent which Mr. Forbes, Collector of Ganjam, as the representative of the Court of Wards, proposed were Rs. 2 to Rs. 7 per acre of wet land and Rs. (?) for dry.

Later the settlement officer for Chicacole proposed exactly those very rates for Chicacole. The Board of Revenue turned down these rates as being high and so lower rates were approved and adopted.

Probably Mr. Forbes, who, as Collector of the district, was in communication with the settlement party ascertained from him the rates he arrived at, and proposed those rates for Parlakimedi Estates to the Court of Wards. The Court of Wards who were more interested in the ward than the Board of Revenue were in the ryots, accepted these rates with a slight modification in the case of dry rates.

These rates were introduced in 1868 and are being uniformly paid and accepted without trouble till this day. Unfortunately for the ryots the apple of discord was thrown by section 30 (1) of the Estates Land Act which was passed in the teeth of opposition of every non-official member in the council then. And the predictions of Hon'ble Mr. Krishnaswamy Ayyar made in the floor of the Legislature Chamber come out only too true.

The long established rates were sought to be disturbed under section 30 (1). But suits were instituted against the ryots of 18 villages and decrees obtained. The ryots opposed them on the ground of 7 Mad. But they lost their case because they could not prove a contract not to enhance rent. The ryot had no records to prove and they had no access to the records.

As the zamindar felt it difficult to institute suits against every one of the ryots numbering about 2 lakhs he applied to the Government to sanction a settlement of rents under Chapter XI. This was in 1925. He stated clearly in his application that he was entitled to an enhancement of As. 2 in the rupee only. In 1926, the following the decision of the Madras High Court in 49 Mad., 499, he put in another petition to the Government that according to that decision he would be able to have some mistakes in the old classification rectified in a settlement.

Subsequently before the settlement officer he prayed for a 200 per cent enhancement over the existing rates of rent. The settlement officer held that, under Chapter XI he could fix any rate which he thinks fair and equitable and gave 100 per cent enhancement on the ground of rise in prices. On appeal the settlement commissioner held that when matter for consideration were only such as would arise in a suit under Chapter III the settlement officer is restricted to the limits laid down in the said chapter and sanctioned an enhancement of As. 2 in the rupee. The majority of the full Board held that the restrictions and limitations of Chapter III do not apply to proceedings under Chapter XI and gave an enhancement of 37½ per cent. The High Court was moved for writ of *certiorari*, but they also held that the interpretation of the Board of the language of section 168 was correct and that no writ could issue.

As early as 1908 Hon'ble Mr. Krishnaswamy Ayyar said "What is the fair rent according to Collector may not be a fair rent according to the Board of Revenue or any other appellate authority." (page 223, *Fort St. George Gazette*, Part IV, dated 17th March 1908). This prediction was amply justified in this instance. No two authorities agreed as to what a "fair and equitable rent" is in the case of Parlakimedi Estate. There are no provisions in the Act by which the decisions of the Board of Revenue can be tested as to its fairness and equity.

The words "neighbouring land of similar description with similar advantages" were not intended to exclude the Government area. They only take into account the conditions of the soil, the irrigation facilities, the climatic changes, the means of accessibility, the difficulties of cultivation, etc. But these are being interpreted so as to mean lands in the neighbouring zamindari and the neighbouring Government lands.

These adverse interpretations are arising out of the want of definiteness in the language of the section in the Estates Land Act as it stands. The defect can be rectified by clearly defining that "fair and equitable rent" is the rent which Government would take for such land and "neighbouring land" means "neighbouring Government land."

II. (d) The indefiniteness in the language of the Act has led to the fixing of very heavy rents in estates which were settled after the Act. Those that are not settled are suffering under many disadvantages as to the shares of payment (kind) to ruzums to be paid, the free labour, etc. These can be rectified only by a settlement of all the estates once for all. If principles are enunciated and left for future settlement, the zamindars would not move for it and the ryots would not be able to move and they have already been reduced to a state of utter poverty and consequent disunion.

II. (e) The Provincial Government should have power to interfere with the rates of settlement; but this power should be only to reduce the rent where in its opinion the settlement officer has been led away by zamindars who would be able to command any kind of or any amount of evidence. They can also buy brains. But the ryots have neither the means nor the ability to adduce evidence to satisfy the settling officers. It would always be a case that the settling officer would be on the side of the zamindar and not on the side of the ryot. So the Government should have powers only of reduction and not of enhancement.

II. (c) In spite of all he does, the ryot is still at the mercy of the season which has many vicissitudes. It would press too hard upon him if he is asked to pay in a year when the crops fail and he is at a loss to know how to maintain himself and family.

He should always have the right of remission in times of failure. An Act that does not provide for such a relief cannot claim to be humane. Instead of the village karnam the village panchayats ought to be authorized to prepare crop-estimates, make recommendations as regards remissions whenever the crop is less than 4 annas, remission shall automatically follow in accordance to the extent of loss of crops in different areas.

There was the custom of granting remissions in the Parlakimedi zamindari. It is only after passing of the Estates Land Act, and that after the rendition of the estate that this relief is denied to the ryots.

III. (a) The powers of collection of rent need modifying to a great extent. After such an alteration, they must be vested in the village panchayats.

III. (b) (1) The kist months are very inconvenient to the ryots. The paddy crop (which is the main crop in these parts) cannot be completely harvested till the middle of January. The ryot will not be in possession of paddy till the end of January. By being asked to pay a kist in advance, he is being obliged to sell the future income at an exorbitantly low price—sometimes even to half or a third of the normal price.

The first kist should begin in February and not earlier and the collection made in four instalments.

(iii) There ought not to be any provision for the distraint of the private property of the ryot. The sale of holding should suffice and no distraint of movable properties, including grain, be allowed. There are no distraints in England. Indeed a minimum extent of land also must be exempted from attachment. Wrongful attachment of movable and non-attachable properties ought to be made a criminal offence.

(iv) The provision to arrest a ryot for arrears of rent is relic of the feudal age and was given up by civilized nations as a barbaric custom. There should be no provision for arrest for arrears of revenue.

III. (c) As in the case of Government villages, the village officers should be made responsible for the collection of the rents provided such officers are placed under the control and supervision of village panchayats. In cases of demand or sale notices and summons must be sent to the parties by registered post in addition to the usual procedure.

In cases of dispute the ryots should not be dragged to distant courts. The establishment of the village touring land courts would facilitate matters and would also reduce the cost to the ryots who are not able to pay even the rents. There are many instances in which the "Cost" went up to twenty times the balance due.

The present procedure enables the zamindar to sell away the ryots' property without any notice to him. The demand notices get returned from the zamindari's office itself. The concerned village officer having been present at the zamindar's office by previous arrangement would write any endorsement, which the zamindar dictates, on the summons. The peasant does not know the date of hearing even.

The cases come up for hearing at some distant place, and at a time when the ryot's presence on the field is essential. The journey to the court and back would mean a number of days which he cannot afford and almost every case goes against him *ex parte*.

The notice by post, and the hearing in the village court would enable him to represent his case to the court.

IV. (a) The rights of tenants to water-supply are inherent and not a matter of contract. The very term wet land includes that the land has the right of getting water, irrespective of the whims and fancies of the landlord. This was recognized in this estate as early as 1833 when the Court of Wards sanctioned the amounts needed for the repairs of tanks to be met from the estate funds.

From the earliest times the ryots had been paying only one assessment, even though many crops they raised upon their holdings. When joint pattas were issued to all the villagers after the block survey of 1867 no mention was ever made about a second-crop water-rate. Individual pattas were issued in 1906 and 1907, but even then no mention of a second-crop water-rate was made. A clause was for the first time introduced in the pattas of 1913 that water-rate would be changed when second crops were grown with water from estate sources. Therein it was clearly stated that the rates so levied would not exceed Government rates. But in 1923 a schedule of rates which were far in excess of the Government rates was introduced into the patta. When the ryots opposed such a schedule, it was removed but a clause was introduced to the effect that those who want water for second crop should put in written applications agreeing to the rates that would be fixed by the Diwan and take water after obtaining a written permission. A printed application form was insisted upon in which the schedule of rates that was deleted from the patta was incorporated.

Meanwhile the estate sued some ryots for second-crop water cess at rates as per their schedule. The summary Court, the District as well as the High Court held that the condition in the patta was vague and not binding on ryots and decreed only according to Government rates. Even then this privilege was not extended to all the ryots but to only to those who contested in courts are enjoying it. A number of representations were that in justice only Government rates should be collected from all the ryots but the estate said that all those that agreed to pay the rates could not now break the contract.

The estate is not prepared to respect either the court or the suggestions of Collectors. The grievances of the ryots can only be redressed by suitable legislation. In the meantime the Divisional Officer of Chicacole and the Deputy Superintendent of Police, Parlakimedi, arranged a compromise between the ryots and the zamindar in 1930. The conditions of the agreement are (1) that the ryots would pay half the assessment as fixed by the Diwan, in advance, and the other half when due, (2) that the estate should keep the money only as a deposit and repay such part of it as may be held by the High Court to be inadmissible and (3) that the estate should supply water. Both the ryots and the zamindar signed the agreement. But in 1931 the estate refused to abide by the conditions of the agreement and insisted upon the printed applications. In 1933 the District Collector of Ganjam drafted another agreement on the basis of the former agreement but the Rajah Sahab did not agree to it. The ryots were driven to the necessity of giving up growing the second crop.

The estate refused to supply water to those ryots who did not put in the written application agreeing to the rates fixed by the Diwan. When the ryots of Saravakota tried to take water the estate prayed the District Munsif's Court, Chicacole, to pass an injunction order on them restraining them from taking water. Since the estate contested that they had the right of even refusing water if they liked, the learned Munsif held that the estate had no such right and refused to give the injunction. In appeal the District Judge gave the injunction but expressed clearly that the "Estate cannot refuse water on the ground that the ryots did not agree to pay rents that would be fixed by the Diwan," and that if the "Estate wanted to enforce this condition they should bring a suit under section 55 of the Madras Estates Land Act."

(b) That the zamindars have no superior right in the water-sources except the right to control the distribution among various villages and ryots is manifest from the judgment of Mr. Happel, District Judge, Ganjam, in his judgment (refer to in paragraph 5 above) and subsequently confirmed by the High Court.

V. (a) There should be a compulsory survey and record of rights maintained for all the estates. But the present system of having the work carried out by temporary establishments is very costly, as the establishment tries to prolong its life as much as possible. These operations can be carried on at a less cost by fixing a time-limit to a temporary branch of the permanent establishment in which time it should be asked to complete the work.

(b) The survey and record of rights facilitate the work of the landholder for supervision as well as for collection and so the whole cost of the operations should be borne by the landholders themselves. Or inasmuch as these operations are necessary in the interests of good government of the locality Government may contribute a part of the cost. But in no cases should a ryot be asked to pay the cost.

VI. The landholders have no right to demand any levies from the ryots in addition to rents. In this estate landlord is attempting to collect fodder for the cattle maintained by him from the ryots. This started as a sort of request from some of the officers of the estate on behalf of the landlord for a small contribution of straw. It is now reaching absurd lengths of issuing orders to village officers not to issue forest permits or to refuse water to those who first do not supply the said straw. The legislature must make it penal on the part of the landlord to make any such demands.

Ryots as well as workers are obliged to provide for labour and for tilling and transplantation and harvesting in the cultivation of the zamindaris home farms. The zamindar also tries to use all the water in the tanks needed for his own lands before the peasants are allowed to draw off any water.

All such inhuman levies and privileges ought to be penalized.

VII. (a) Forests were never vested in the zamindar for his purpose. He holds them in trust for the community. This is an inherent right of all people to enjoy the fruits of the neighbouring forests. This is also recognized by the Government in the rules made for the management of forests in the zamindaris.

During the time of the Court of Wards, in the Parlakimedi Estate all people, irrespective of their being pattadars or not were freely enjoying the forests. But subsequent to the passing of the Estates Land Act, the Parlakimedi Estate began allowing this right only to the pattadars.

(ii) Rule 5 of the rules framed by the Government for the management of the forests in Parlakimedi Estate says that all people who live in villages around any forest (not reserved) have the right of free grazing of their cattle, free gathering of fuel, green leaves, thorns and the free collection of timber required for agricultural and domestic purposes. But this privilege is nowhere allowed in the estate. When forests were reserved, a system of tokens was introduced which allowed only pattadars to enjoy such facilities. Subsequently even these tokens were removed from many places. Where they are in existence, they are only nominal.

Forests in the very vicinities of inhabited villages and cultivated lands are reserved. In some cases the reserved forests are within a furlong of villages. The wild beasts from the forests cause any amount of havoc to the villagers, their cattle as well as their crops. If any villager dares to shoot a wild beast, the forest guards prosecute him on the false charge that the game was shot in the reserves. Some nameless fellows who hang on the guards would be cited as witnesses. The guard will not send a first information report to the Magistrate or to the Police. Cases will be filed sometimes after months or even after one or two years. In the meanwhile the case would be manipulated according to the whims of the forest officers.

These reserve forests being interspersed all over the taluk, villages being situated all round them, there is no possibility to know whether the people are getting their wood from their reserves or unreserves. There are no 'thanas' where the forest produce can be checked. The guards catch hold of people getting wood on the road and challenge them that the wood is from the reserves and prosecute them. It is a custom with these guards to go round the villages in the neighbourhood of reserves, look at some fencing or other and then persecute the ryot with the charge that he stole the material from the reserve, and prosecute him if no private adjustment can be arrived at.

The number of the kinds of trees that should not be cut down even in the unreserves is 47. Some of these kinds themselves are not to be found even in the reserves, much less in the unreserves. If so many kinds of trees are prohibited, there is nothing else in many of the forests which the people can cut down excepting thorny bushes. The guards in the estate alone are supposed to be able to recognize these kinds of wood and in the result, people are prosecuted even though they cut the right kind of wood. The rates of seigniorage now in vogue are too high. The estate charge at the rate of 9 pies per head-load of dry wood. The savaras are getting at the most one and a quarter anna for such a head-load. (In the town they get a little more.) For his labour of a whole day he may not get even half an anna as wages.

The estate is leasing out its right of collecting seigniorage to contractors. These contractors collect rates as they please far in excess of the authorized rates. For instance the rate for one bandy load of green wood is Re. 1-4-0. But in some cases the contractors are said to be collecting five annas more—four annas for the contractor and one anna for his clerk as they say. Local differences are being augmented by this kind of leasing out. In order to get maximum amount the estate sets up a competition between parties in the neighbouring villages. To satisfy their private revenges these contractors with the help of the estate staff put their opponents to any number of difficulties by not allowing the people of those villages to get any forest produce by preventing even sellers from selling in such villages.



In this connexion it is most necessary to refer to the condition of the Savaras related by some of them who met us at some places during our march. Originally they were charged at the rates of one rupee for every 'podu' they cultivated. They used to enjoy the produce of trees like mango, tamarind which were situated in these podu. It was and still is obligatory on them to discharge the following duties free of wages (called vetti); (i) supplying two loads of fuel to the neighbouring temple on each fullmoon and newmoon day, (ii) supplying two head-loads of fuel to the palace on any festive occasion, (iii) bringing materials required for the constructions of pandals for the Rajah and constructing them, (iv) cutting and carting wood for the estate sale depots, (v) supplying fruit and other vegetable curries, etc., to the camps of the estate and (vi) doing free service on the estate farms besides carrying luggages, etc. Some of these "vettis" they have to do for the forest guards and the contractors as well. If at all, they will be given one half "adda" of rice and one-fourth of an anna per head on those occasions when they have to be outside their homes. And now the right of collecting mangoes, tamarind, etc., is taken out of their hands and being leased out to the Rellis. So even the little remuneration that the Savaras were getting is now denied to them. Even in cases where the Savaras are permitted to gather the mangoes, etc., they have to pay seigniorage in addition to the 'podu' fees. The Rellis have also to pay seigniorage to the contractors in addition to the contract fees. Seigniorage will be collected from them every time they are accosted though with the same material which was once paid for.

On account of these restrictions to get fuel from the forest the ryots are being compelled to utilize the whole or the farm-yard manure as fuel. This is the cause for the deterioration of the soil and the yearly failure of the crops.

Reserves, wherever they are in the midst of habited villages, should be converted into unreserves and the right of inhabitants for collection necessary material from forests should be recognized statute.

(b) The tenants have got the inherent right to use the forest produce for domestic and agricultural purposes free of cost.

(c) Public paths, communal lands and hill and forest porambokes are meant for the use of the villagers in general. The Government hold them for the benefit of the villagers. All these belong to the community and hence to the Government and not to the landholder.

Therefore, all the forests for agricultural use shall be transferred to the control and management of village panchayats as in Government areas and all communal lands and properties also placed under the village panchayats.

VIII. (a) Landholders are not in the habit of maintaining irrigation works properly. In this estate subsequent to the handing over of the estate by the Court of Wards the irrigation sources, which used to be in good condition had deteriorated. Many tanks were silted up. The channels cannot even be recognized. Tank-beds and channels have been given away on patta in many cases. Even where repairs were undertaken, the contractors are not paid for years, together consequently, nobody is willing to take the contract under the estate. There is a report to the effect that a clause is inserted in the contract form restricting the contractor from demanding payments.

Such defects can be rectified by taking over the whole of the irrigation works in zamindari by Government. The statute should provide that the zamindar should deposit a portion of the land revenue, not less than 4 annas in the rupee with the Government ear-marked for irrigation purposes. These funds may be kept at the disposal of the village panchayats and spent upon repairs subject to the supervision of Public Works Department whose business it should be to maintain the irrigation works in sound condition, any extra cost being realized by the Government from the landlord.

(c) Power should be vested in the Government to undertake repairs of irrigation works *suo motu* as well as on application by parties. An annual jamabandi is an occasion which enables the ryots to place their grievances before the concerned officers as in the case of the ryotwari villages. This should be carried on by the Government itself.

The undertenant in zamindari areas suffers from the same disqualifications as those in Government areas and therefore, their whole problem must be tackled separately in a comprehensive Bill. We agree that the undertenant has to be protected from rack-renting and assured of a decent tenure and a living wage. But to insert any clause in regard to him in the legislation concerning the zamindar vice tenants, without trying to tackle the problem of the Government sub-tenant, will only be creating an unnecessary complication. Our association is in favour of the minimum demands of such sub-tenants.



framed and passed by the South Indian Federation of Peasants and Andhra Ryots' Association. Therefore, we do not favour any kind of attempt to create a class of middlemen between zamindars and actual cultivators. Indeed, it shall be the duty of the State to discourage the growth of absentee landlordism.

X. (a) Appellate and revisional authority in proceedings between landholders and ryots should vest in a special tribunal which consists of judges who are given special revenue training.

(b) Proceedings between landholders and tenants should be tried by special land courts who have no other business to attend to. They shall consist of a judicial officer, a representative of ryots' association and another of zamindar. In any case, a ryot should not be obliged to be absent from his fields, to attend the court for more than half a day and this can be achieved if such courts are made to hold their hearings at the places of peasants concerned.

XI. Cultivators have the inherent right to extend cultivation. This right has been recognized even from the days of Manu. Such cases of extension can never be called unauthorized cultivation and the zamindar is not entitled to any remedy except the collection of the rent due from it. No nazaranas shall be allowed. But whether any ryot shall be allowed to settle upon any land or not has to be decided by the local panchayat and the Collector and preference has always to be given to small ryots and landless workers, without, of course, the right of alienation.

Ryots' associations must be statutorily recognized and ryots must be permitted to be represented by their ryots' associations just as the zamindars is now allowed to be represented by his agent. Peasants must be entitled to claim severally and jointly any benefit according from any decision of land courts, through their ryots' association.

K. SATYANARAYANA,  
Secretary.

#### Memorandum by the President, Zamin Ryots' Association, Guttavilli and Labham.

I. (a) & (b) The cultivator is the owner of the soil, subject only to the payment of taxes or rents to whomsoever they are due to the zamindars.

(1) According to Hindu conception, the kind is only entitled to a tax and not to any share of produce. This means that the subject is entitled to an absolute interest in the lands. He receives taxes to carry on the administration and to protect his subjects. Land-tax is one species of taxes. Bodayana says, "Let the king protect his subjects, receiving a sixth share." Parasara says "The king receives taxes; and therefore, must he protect his subjects from thieves and robbers."

(2) That the Hindu kings never claimed ownership in the soil is also clear from the numerous instances, recorded in authoritative documents of the kings having purchased lands from their subjects and then made a gift of them to others. Kalidas refers to a like share to the king (in the produce of the land as tax and not as rent).

(3) Though there was some divergence of views among the Muhammadan jurists in the early days with regard to the rights of the cultivators of the soil, the Hindu notion was accepted and the cultivator was recognized as the owner later on.

(4) In the early days of the British administration, it was wrongly thought that the idea of the individual ownership in land was foreign to Indian notion also as in England. They regarded the zamindars as feudal lords, and conferred upon them rights to which they (the zamindars) could never have laid any legitimate claim. This wrong notion led the early British Administrators to pass the regulations regarding the permanent settlement of 1802. Thus, the early British Administrators ignored the just claims of the tenants and purported to confer absolute proprietary right on the zamindars and landholders, for getting that the latter are only intermediaries, who are only assignees of Government revenue.

(5) Immediately preceding the British advent, many local chieftains arrogated to themselves absolute rights, more on account of the weakness of the later Muhammadan rulers. The British Administrators seeing this, and being accustomed to the feudal system at home, blundered into thinking that the feudal system is the normal state of affairs and not a stray phenomenon of a mighty empire in its last stages. "Unfortunately, the just claims of the ryots were altogether forgotten in settling the question of the proprietary rights and strange to say, without evidence, without proof and without investigation. The British Legislators have delivered as tenants-at-will, millions of free proprietors to the tender mercies of a race of tax gatherers and speculators, who though not possessing a foot of land, have been by a stroke of pen were converted into exclusive proprietors and "signorial lords" of the Province."

(6) This mistake was discovered 20 years later, and Regulation 4 of 1822 was passed in Madras. Its effect was to reduce the rights of the zamindars, to that of a hereditary agency vested with proprietary right in the land revenue alone.

(7) Thus, we see from early times, the state divested itself of all rights in the soil and contented itself by collecting the land-tax. The zamindars are only intermediaries, either created or continued. In either case, being only creatures of the State, they can't claim more than the State itself. "Though it took some time for the recognition of the inherent right of the cultivator to the soil, about the year 1896, the Madras High Court decided in favour of the ryot (vide 20 Mad., 299) :—

"To treat such a payment by cultivators to zamindars as rent in the strict sense of the term, and to imply therefrom the relationship of landlord and tenant so as to let in the presumption of law, that the tenancy in general is one from year to year, would be to introduce a mischievous fiction destructive of the rights of a greater number of cultivating (tenants) class in this Presidency, who have held possession from generations. . . . It thus seems unquestionable that *prima facie* a zamindar and a ryot are the holders of the melvaram and the kudivaram rights, respectively."

This case saved the ryots till the passing of the Estates Land Act in 1908.

(8) In the Estates Land Act, one discovers a spirit of compromise and tact in declaring the rights of the tenants to avoid a direct conflict with a powerful class of zamindars in the initial stage of a benevolent legislation. The intention appears to be to further amend it and bring the tenants to the level of the ryotwari tenants.

II. (a) A fair and equitable rent is that which leaves a reasonable margin of profit in cultivation of the holding for a tenant. No tenant should be left to cultivate, as at present without any share of profit. The average annual yield per acre in a particular village should be first ascertained. Out of it, 25 per cent should be deducted for the vicissitudes of seasons, cartage and markets. The costs of cultivation as met in the present state of affairs is only 25 per cent. But if 40 per cent is allowed for this, there would be reasonable prospect in adopting some improvements in effective cultivation. Deducting these two items, there will be a balance of 35 per cent. If rent is fixed at 6 per cent of the net yield, it will be fair and equitable. Rents should be assessed on income-tax basis. Till that is brought about, at least the zamindari tenants should not be compelled to pay more than what the Government ryotwari tenant is going to be made to pay as per the Tenancy Enquiry Committee and the Mortgage Bank Committee has recommended. The rate given by the Maha Bharatha should not be exceeded.

(b) (i) *Consideration.*—The lands should be divided into wet, dry and garden. Wet must be classified into four classes. First-class land must be either river or channel-fed and must be situated in a village, which must be near a railway station. Rupees 8 will be a fair rate of rent per acre. Second-class land must be river-fed or channel-fed situate in a village which is not near a railway station, but which is roadside. Rupees 7-8-0 will be a fair rate of rent per acre. Third-class lands must be river-fed or channel-fed situate in a village unconnected with any railway station and which is not even roadside. Rupees 7 is a fair rate of rent per acre. Fourth class must be neither rain-fed nor channel-fed and may be situated anywhere. Rupees 5 per acre is reasonable rate of rent.

The dry lands must be divided into three classes. First-class dry lands or garden lands must be situated in a village which has got a railway station nearby. Rupees 4 per acre is reasonable rate of rent. Second-class must be situated in a village which is at least connected with roads. Rupees 3-8-0 per acre is a fair rate of rent. Third class must be situated in village which is not connected with any railway station or road. Rupees 3 per acre is a fair rate of rent.

(ii) *Consideration.*—The average prices in the staple food crops in the zamindari or in the taluk should be taken for the last seven years excepting famine years alone for fixing the yield per acre. One-eighth of the produce is a fair rate of rent.

If at least these two considerations are had in mind a fair and equitable rent can be fixed.

(c) If the rent is fixed with due considerations there need be also provision for remission of rent in cases of *vis major*—affecting the land the village panchayat should decide.

(d) It is always advantageous to have the rents fixed once for all. The landlord knows what he gets and the tenants know what they have to pay. Both of them, if they are economical, will cut their coat according to their cloth. They need not ruin themselves in litigation to settle the rate of rents. It should not be left to a Court.

litigation any officer, for it would entail a hardship to either of the parties due to several things. If it is left to a Court, litigation will become compulsory and both parties get ruined.

(e) The provincial Government should have reserve powers to revise or alter or reduce the rents after the rents are also fixed as in charge of soil, flood erosion, etc. If after, any irregularity of rates is complained of, it should be decided by land court alone. There is no use in leaving anything unfinished.

III. (a) The powers of collection of rent now given to landholders under the Estates Land Act, require serious revision. There is no justification for giving any special powers to the landholders—the zamindars. Without the special powers of distraint and sale of movable property or of the holding given to other kinds of landowners, the latter were able to collect their dues, without any clamour for reforms granting these powers. It is these extra powers that are harassing the tenants. Whenever the landlord is displeased with his tenants, he will resort to one of these methods. The right of suit is sufficient for the collection of rent. Thus these special powers should be abolished by amendment. Chapter VI of the Estates Land Act should be deleted.

(b) The Estates Land Act should be amended so as to place the ryots in the same position without extra burdens as Government ryots with rights of occupancy. The landlord should collect his rents, by filing a suit. There should be no difference between a landlord coming under the Estates Land Act and a land-owner coming under the Transfer of Property Act. Village panchayats should have all powers to decide disputes between landlord and tenant.

(c) If the landlord is directed to file a suit for recovery of rent, he must also execute the decree like any other decree-holder, who has a charge decree. He need not attach. He need not file any encumbrance certificate as no encumbrance created by tenant will bind him. In sales of holding, poundage fees may be lowered down. When the judgment-debtor deposits the warrant amount, he need not deposit 5 per cent for extra payment to the auction-purchaser for setting aside the sale.

IV. (a) The tenants are entitled to a reasonable supply of water as being an inherent right and as being appurtenant to their land. It is an easementary right. The water courses belonged to the owner of the soil. They can never belong to the intermediary who is created or continued by the State. The State should take hold of all irrigation works, and charge the tenants for the up-keep of the works. They should not be left so as to be regulated by contract. The landlord, with his staff of high sounding names and hirelings will be in a position to exercise undue influence, coercion and even fraud. The Public Works Department must determine the ayacut of the several tanks and nobody should disobey the directions.

(b) The landholder has no right, much less, a superior right, in the water-sources in the estate. He has usurped rights in water-sources. He may be divested of all his supposed rights. This divesting of rights in water-supplies is not a real loss to the landholder because he failed in his duty. He was not entitled to make any profits in water-supply and if he made previously it was illegal and so, it would be highly proper to declare the absence of such right in him. If the State does not like to take over charge of these water-works, a reasonable rate per acre may be fixed up once for all with due provision for repairs. The water-cess so collected per year should not exceed the amount of expense per year. Rents may also include the water-cess. Like Government there should be tank restoration or repair fund and 4 annas from water-rate income to be paid to it. This must be handed over to the village panchayat which also be controlled by Public Works Department.

V. (a) All the estates should be soon surveyed and a permanent record of rights maintained compulsorily. Without survey, the tenants are experiencing all sorts of misfortunes. Whenever the landlord is displeased he would say, the patta with rack-renting shows a lesser area and threatens with proceedings for enhancement of rents. The tenant will be afraid and thus coerced to appease the landlord. If a tenant feels he cannot pay the heavy rate of rent, he would find that his patta gives inaccurate area. Thus, what is gained in rate is lost in extent. Non-surveyed zamindari villages are the breeding ground for all sorts of litigation.

(b) Because the landlords made a good deal of profits due to the absence of survey and record of rights, it is just to ask them to bear the whole burden. The State may help the zamindars by lending the necessary funds or effecting the operations by itself and recover the amount from the zamindar.

VI. It should be made illegal for any landholder to demand any levies customary or otherwise from ryots in addition to the rent. As the tenant labours and pays the rents agreed upon, it is unjust to burden him with any other thing touching his pocket.

It should be made a cognizable offence if any zamindar violates these. Though rent is fixed at Rs. 66-10-8 at commutation, now the zamindars collect Rs. 7 towards illegal levies in Siripuram and Bobbili zamindari.

VII. (a) Previously, the tenants were having natural facilities in the matter of grazing their cattle, collection of green manure, or wood for agricultural implements. The landholders were making large profits from pasturage fields and forests and hills by leases and fines. In these days of speedy transport, the general tendency is for personal aggrandizement and profiteering. The weak will not have the same advantage in village commons or common forests or hills. There must be control for equal distribution according to the needs of the several tenants. At present, it is better to grant licences for each village user, to the whole village. The village will take lease for an unalterable term, and divide the fees payable among the villagers. Or the village munsif should be directed to collect a nominal fee from each village according to the extent of his land. Though it is desirable to throw open these pasturage grounds and forests and hills for supply of manure, pasture, fuel, etc., we should see that, the more greedy would not make a profit to the detriment of the weaker by making it an opportunity for aggrandizement. If the State declares itself owner of all uncultivated lands and leases on nominal fees all evils will be cured. Forest and grazing lands must be handed over to the village panchayats. The villagers should be allowed to have arms to kill wild animals. When there are no grazing lands in the village the zamindar should acquire and give them to the villagers.

(b) The tenants had some rights to use banjars, hill and forest porambokes. These were the common grounds in days when there were no easy means of transport. But when the means of communication were improved, and when the zamindars had more voice in the Government, the rights of the tenants were usurped. As the zamindars were only formers of revenue, it is hard to conceive any right for them in non-agricultural lands. It is a fiction of law to exclude non-agricultural lands from the assets of the zamindari at the time of the settlement of the peshkash payable to the State. It is another fiction of law to give power to the zamindar to enable him to charge nazirans or premium when he lets out any banjar to a tenant, who will have to invest a good lot of money to reclaim it. It is sufficient consideration for the zamindar if he is allowed to collect fair rents for new lands reclaimed. He loses nothing if a land is reclaimed. On the other hand, he makes a profit. Some time officials also deceived the tenants to reclaim the banjars to collect premiums and fines, and ingratiate themselves to their zamindars. It is reclamation by tenant that enables the zamindars to increase their annual incomes several times.

VIII. (a) Where a village has no channel to feed its lands the Public Works Department or the requisition of village panchayat must decide whether that village has got sufficient number of tanks, and whether those tanks have not fallen into repairs. The deficiency of the tanks should be made up. Proper repairs should be effected. Thereafter, as in Government taluks annual statistics should be taken and if any deficiency in water-supply is detected, water sources must be increased. Where it is not possible, some of the wet lands should be ordered to be converted into dry lands. To supervise the water-resources, in the zamindari area, the Government should appoint sufficient number of overseers to be styled "irrigation overseers" with frequent transfers in the same taluk and with strict supervision over them by the superior engineers.

(b) The power to effect necessary repairs should be vested in the Government to be applied *suo moto* and also on application. If that is left to application alone the landholder can get it dismissed with his powers.

IX. Annual jamabandis as in ryotwari area will be quite beneficial to the tenants in the estates. They will afford a forum for ventilating the grievances of the villagers.

X. The legal status of the undertenants should be that of tenants from five years to ten years. They should be protected from rack-renting. They should not pay more than two times the rent payable by his lessor to the zamindar. He should be only a tenant of the pattadar with no connexion with the zamindar. The zamindar should have no right to attach, or distrain the crops, in the position of the undertenant. The zamindar should not implead the undertenant in any suit between himself and his tenant. The Transfer of Property Act should govern the ryots and their undertenants.

XI. (a) The Board of Revenue should not continue to be the final authority in proceedings between landlords and their tenants. There should be special tribunal hereafter to all land courts consisting of the judiciary, representations of ryots and zamindar associations. In the Board of Revenue not to speak of the absence of judges, with the best of judicial training, the best legal talent cannot be availed of. It is not possible to take the best advocate to the Board of Revenue office. On account of it not being part of the High Court buildings, cases feebly argued or argued by mediocre ability in the Board of Revenue have brought mistakes in some of the judgments. There is no chance

of the mistakes being rectified. The chance is the other way. The latter judgments following the previous judgments would perpetuate the mistakes. It is better, therefore, to divest the Board of Revenue of this jurisdiction. It is also not good to establish special tribunals. The suitors will have to go long distances. They can't also afford to have the best legal assistance in a far off itinerant court. The land courts should try causes in the villages in which the ryots live. Appeals should also be heard by all courts, with assessors.

(b) All actions and proceedings should be taken in the land courts between landlords and their tenants. The parties need not roam about the division after the subdivisional magistrate, who would feel more at home with the clerk's notes, than with the arguments, of a legally trained vakil. The tenant will be always at a disadvantage in a revenue court, for he has to take his witnesses and go to strange places and put up some times under the shade of trees in all sorts of seasons. The zamindar will file a batch of suits and send a single vakil, with a single set of witnesses to give evidence for every batch of suits. For the presiding officer of a revenue court, it will be often difficult to displease the Dewan of an estate who would be equal if not superior to him, and give justice to the poor tenant. If the rent suits are also transferred to the land courts much of the harm can be avoided. Though the Dewans try to make all sorts of mischiefs with the lower civil courts, yet on account of the presence of a greater number of vakils and people in attendance, some mischief can be avoided. If the Government establishes the civil courts in Government or non-zamindari villages or in bigger towns the estates and their higher officials cannot influence any officer. After declaring the civil court to be forum the provisions with regards to appeals in the Code of Civil Procedure may be applied.

XII. (a) The zamindar must be entitled to collect a fair rent only after proof in respect of unauthorized occupations of lands by the ryots. What was not yielding any income, would yield extra income in the shape of rent. The landlord should go to the civil court for establishing his case of occupation and get the rate fixed up if it is not adjusted outside. The civil court would determine the rate of rent having regard to the rates for the neighbouring lands.

(b) The inamdars are put to a good lot of litigation, due to suits by zamindars for recovery of jodi, poruppu and kattubadi on the principle of joint and several liability between the several owners of inams. The zamindar with his big staff can easily know the liabilities of the several inamdars and collect their several amounts. The inamdars if they are allowed to pay their individual liability will pay without suit and costs. All suits by zamindars should precede a notice to the inamdars to pay, so as to entitle the zamindars to costs of suits. If it is not possible to ask the zamindars to collect from the individuals their separate shares of kattubadi, the Government should collect it directly from the inamdars. Much litigation—kattubadi and contribution suits with their off suits—will be avoided.

P. N. APPA RAO,  
President, Zamin Ryots' Association, Guttavilli and Labham.

#### Memorandum by the ryots of Moguda village, Bobbili taluk.

I. (a) The ryot. Because he has cleared the land and made it cultivable.

(b) The zamindar is only entitled to rent. The ryot must be vested with all rights.

II. (a) Fair rent is that which is fixed on the value of the yield after deducting all expenses incidental to cultivation.

(b) In fixing a fair and equitable rent, the following factors may be considered :—

- |                            |                                    |
|----------------------------|------------------------------------|
| (1) Fertility of the soil. | (5) Prices.                        |
| (2) Water facilities.      | (6) The ryots' economic condition. |
| (3) Total produce.         | (7) His family.                    |
| (4) Marketing facilities.  |                                    |

(c) Yes. On application by the ryot. The district authorities should investigate into the matter and consult ryots' representatives and make the zamindar grant remission; or statutory provision should be made for district authorities to conduct investigation on the recommendation of the village panchayat board.

(d) Principles should be enunciated and an itinerant court should be vested with the power to determine a fair rent, whenever necessary, in zamindaris.

(e) Yes.

III. (a) Yes.

(b) The zamindar should not have any more power in the matter of collecting rent than a creditor has in the matter of realizing the amounts due to him. In case an itinerant court is established, the zamindar can have justice meted out to him by such a court. He might reduce his rent through the village panchayat board. He should not attach the poor ryot's property, drag him to court and harass him.

(c) If village panchayats are constituted and vested with full powers with regard to registration, collection of rent, etc., and they carry on the village administration, the procedure can be made simple.

IV. (a) The right should be inherent. Special agreements also are necessary.

(b) The zamindar, at present, has a superior right. For supply of water for raising second crop, the rate determined by the zamindar has to be paid; fishing right also is annually auctioned. The ryot is supplied with water free of special rates only for a single paddy crop.

V. (a) Yes.

(b) The zamindar should bear the entire cost, the ryot being too poor.

VI. No.

VII. (a) The ryot has no right of any kind, though the rights are a natural adjunct to agriculture. The zamindar has, at present, the exclusive right to hill and forest porambokes, etc. As a rule, the ryot should have the right to the utilization of natural facilities such as grazing of cattle, collection of wood for agricultural implements, etc.

VIII. (a), (b) & (c) Maintaining irrigation works in good repair ought to be the exclusive duty of the zamindar. If he fails to maintain them in good condition, the Government may effect repairs and realize the expenses from him. In the interest of the poor ryot, the Provincial Government should be vested with powers to undertake repairs on their own initiative.

IX. Yes.

X. The under-tenant should have the same legal status as the ryot-pattadar. But inasmuch as only cultivable land is leased out by one ryot to another, provision should be made for payment by the under-tenant of compensation to the ryot-pattadar for having rendered the land fit for cultivation.

XI. (a) A special tribunal should be constituted to act as the final appellate and revisional authority.

(b) In special courts which should go on circuit. The jurisdiction of civil courts and the Revenue Board should be removed.

XII. (a) The zamindar should take the matter to the circuit court and the compensation for unauthorized occupation should be fixed at the rate of rent charged in the case of lands contiguous to it.

(b) Yes. Collection should be transferred exclusively to the village panchayat or the zamindar should realize his dues as any creditor would realize his debts.

#### Memorandum by the ryots of Komatipalle, Bobbili estate.

I. (a) The ryot.

(b) The ryot should have all the surface-rights over the lands. The mining rights belong to Government. The zamindar is entitled only to the prescribed rent.

II. (a) A fair rent means one-sixth of the produce after deducting the cultivation expenses.

(b) The fertility of the soil, the yield per acre, water facilities, the number of crops raised every year on the land and the value of the crops raised should be the considerations for fixing the rent.

(c) Yes. There should be statutory provision for remission. Rent proportionate to the yield in the village as a whole should be collected and the balance remitted.

(d) Yes. Rent should be settled once for all on the lines indicated above. The panchayats should be given the power to determine rent. A committee consisting of officials may be appointed temporarily to supervise this work.

(e) The Provincial Government need not have any special powers as there would be no disputes when the above procedure is adopted.

III. (a) The village boards to collect rent in the same way as village officers collect quit-rent due to Government.

(b) If the village boards collect rents, there would be no need for execution proceedings.

(c) If panchayat courts have the power to collect rents, there would not be stamp-duty, court fees, etc., or other expenditure.

IV. (a) Yes. It is inherent as appertaining to land.

(b) The zamindar has no superior rights. He should not auction the right of fishing in the tanks, of collecting grass on tank-beds and of removing silt in the tank-beds. All this should belong to the ryots under the ayacut-tanks jointly.

V. (a) All estates should be surveyed and a record of rights maintained compulsorily.

(b) The entire cost of survey should be borne by the zamindar.

VI. He cannot demand anything in excess of the rent.

VII. (a), (b) & (c) There used to be no obstacles to ryots in grazing their cattle, collecting green manure and wood for agricultural implements free of cost in the past. The ryot should have the same rights in future. The forests adjoining villages should not be reserved. The ryots would suffer, if the zamindar should have a right over public paths, etc. So such places should be thrown open to the public.

VIII. The final authority over irrigation works should rest with the Government. The village boards should effect minor repairs on the report of the ryots and intimate the same to the Government. As regards major repairs (the Government) Engineer should inspect the concerned works on receipt of a report from the village board, prepare estimates and get the repairs executed by the village board. The cost of these repairs should be recovered from the zamindar. The responsibility of maintaining the irrigation works in good repair should rest with the Government. Government should not apply powers *suo moto* as that would involve unnecessary expenditure.

IX. There should be yearly jamabandi so that Government may know the real conditions.

X. The under-tenant should cultivate the land and give the tenant his share of the produce. Provision should be made to enforce this, in case of neglect on the part of the under-tenant. The tenant should have the right over trees which should be maintained by the under-tenant. The latter to pay rent at the same time as the tenant pays the same to the zamindar. The under-tenant to meet cultivation expenses from his share of the produce while the tenant should pay the rent to the zamindar from his share.

XI. (a) Not answered.

(b) In village panchayat courts with some appellate and revisional authority which may be determined by the Government. These will do. All other courts are unnecessary.

XII. (a) There should be a statutory provision subjecting the ryot to punishment in case of encroachment of communal land.

(b) Yes. It requires revision. The jodi paid to the zamindar should be reduced.

**Memorandum by Kuppili Satyanarayanamurthi, President of Ryots' Associations of Nemalam, Boorjavalasa and Sativada villages, Vizianagram estate, Vizagapatam district.**

I. (a) Ryot is the proprietor of the soil.

(b) The landlord has only the right to collect a fair rent. The tenant has all rights.

II. (a) A fair rent means one-third of the present rent.

(b) A fair rent should be determined with reference to the rates of rent prevailing for the last forty years.

(c) There should be a statutory provision for remission.

(d) A fair rent should be fixed permanently once for all.

(e) Yes.

III. (a) The existing provisions relating to collection of rent in the Madras Estates Land Act should be revised.

(b) Provision should be made for collection of rent in four instalments (kists) from December.

IV. (a) The zamindar alone should be responsible for execution of repairs to water-sources and irrigation works.

(b) The landholder has rights over water-sources. He has also the right to maintain them in good condition and to execute repairs to them.

V. (a) Such estates as have not been surveyed should be surveyed.

(b) Two-thirds of the expenses of survey should be borne by the zamindar and one-third by the tenants.

VI. The landholder should not demand fees other than land-rent, from tenants.

VII. (a) Tenants have the right to use natural facilities for the purpose of grazing cattle and for agricultural implements.

(b) Tenants have the right to use them for domestic and agricultural purposes.

(c) Tenants should have rights to use footpaths, porambokes and communal lands.

VIII. (a) One-eighth of the rent paid by tenants should be utilized for the maintenance of water-sources and irrigation works.

(b) If zamindars do not execute repairs properly, the Provincial Government should have the power to execute them.

(c) Such repairs should be executed by the Provincial Government *suo moto*.

IX. There should be yearly jamabandi for zamin villages as is the case with ryotwari villages.

X. Under-tenants should have reasonable rights along with pattadars.

XI. (a) There should be constituted a special tribunal for the purpose.

(b) All disputes of ryots should be tried in special courts.

XII. (a) Zamindars should institute proceedings in courts for the eviction of ryots who have occupied lands unauthorisedly.

(b) The provisions relating to collection of jodi or kattubadi should be revised so as to make them equitable. Besides these, sections 6, 12 and 30 of the Madras Estates Land Act should be amended.

**Memorandum by Mr. B. Venkata Reddi Nayudu, President of Ryots' Association, Soosakonda village, Anakapalli taluk, Vizagapatam district.**

I. (a) The tenant is the proprietor of the soil.

(b) The zamindar has only the right to collect rent. The tenant has all other interests in the land.

II. (a) A fair rent is that which prevails in the Government ryotwari villages.

(b) On account of economic depression and agricultural indebtedness, the tenant finds it very difficult to maintain his family and meet the cost of seed and labour. These factors, to be taken into account when assessing rent.

(c) Yes. Whenever the rains are excessive or when the monsoon fails or when there is economic depression, remission to be granted.

(d) A fair rent should be fixed permanently. Or principles to determine a fair rent should be enunciated and some special officers may be deputed to apply the same in fixing a fair rent, as occasion arises.

(e) Yes.

III. (a) Yes. Revision of these powers is necessary.

(b) Costs pertaining to auction of lands when the ryot has failed to pay the rent, are excessive. Such costs should be reduced. Poundage and withdrawal fees that have to be paid when the ryot pays back the arrears of rent with a view to getting back his lands, are too heavy. The Government should see that such fees are not levied on the ryot.

(c) [Answer to (b) holds good here also.]

IV. (a) The rights to water-supply are a matter of contract between the ryot and the landholder.

(b) The landholder has a superior right.

V. (a) All the estates should be surveyed and a record of rights should be prepared and maintained as a rule.

(b) The poor ryot cannot bear the cost.

VI. Collection of levies by the landholder in addition to rent, is sheer injustice and the Government should make regulations to prohibit collection of such levies.



VII. (a) Ryots should have the right of grazing the cattle on pastures and of cutting trees for fuel. Care should be taken that the ryot does not enjoy the above rights over and above his actual needs.

(b) The tenants have an inherent right in this respect.

(c) The tenants should continue to enjoy rights with regard to public paths, communal lands, porambokes, etc., which they have been enjoying from time immemorial.

**Memorandum by Mr. V. Appa Rao, Secretary, The South Palakonda Ryots' Association, Magantena, Pondur Post, Vizagapatam district.**

I. (a) The tenant is the proprietor of the soil.

(b) The landlord has only the right to collect a fair rent. The tenant has all rights.

II. (a) A fair rent is one-fourth of the net income that remains after deducting the cost of cultivation.

(b) When fixing a fair rent, the following factors should be taken into account:—  
Fertility of the soil, irrigation facilities, the kind of crops grown, roads to places where the crops are transported, rents prevailing in the adjoining ryotwari villages and the economic condition of the ryot. (Vide Revenue Board's Standing Order No. 1.)

(c) Ryots or ryots' associations should apply for remission to the Deputy Tahsildar within the 15th of November. He should confer with the representatives of the ryots' association and the zamindar and then settle the issue.

(d) Rent should be fixed once for all.

(e) Yes.

III. (a) Yes.

(b) Panchayats should be given power in this respect. Rents to be collected through 'land courts' or in the same manner as the inamdars collect rent from their ryots by filing suits.

(c) Distraints, revenue suits and execution of decrees as in vogue at present are very unjust and their costs, very high. If the ryot pays the decree amount for the lands sold in court auction within six months, the land should be returned to him. Arrears of rent for more than one fasli should not be allowed to accumulate with the ryot. Village panchayats may be entrusted with the work of collection of rent and a little remuneration may be given to them for their service.

IV. (a) The rights of ryots to water-supply are appurtenant to the land.

(b) The landholder has no superior right.

V. (a) Estates should be surveyed and a record of rights maintained compulsorily.

(b) The cost to be borne by the Government and then recovered from the zamindar in instalments without interest. Ryots should be required only to pay for the demarcation stones supplied to them.

VI. The landholder cannot demand any such levies.

VII. (a), (b) & (c). Once the tenants were enjoying such rights. But at present, these rights have been usurped by the zamindars. Legislation should be made to enable the ryot to enjoy those rights along with the landholder.

VIII. (a), (b) & (c). Water sources are badly in need of repairs. The Government should ask the Public Works Department to examine them and carry out the necessary repairs. The Government should take such action on the application of the ryots or the ryots' association or panchayats. A 'tank reserve fund' of four annas in the rupee should be collected from the income of the zamindar and its maintenance should be entrusted to the panchayats. When new irrigation works are to be executed, the Government should undertake to do it on the recommendation of the panchayats.

IX. Jamabandi should be held by Revenue Divisional Officers every year and by the District Collector once in five years.

X. The pattadar and not the under-tenant should have the occupancy right. Remission should be granted to the under-tenant whenever the pattadar is granted the same. There should be no relation between the under-tenant and the zamindar.

XI. (a) The High Court and not the Revenue Board should be the final appellate and revisional authority.

(b) A 'land court' should be established for the purpose and it should consist of the Collector of the district, one member of the Legislative Assembly from the district concerned, and one representative of the ryots of the district.

XII. (a) When the encroachment causes no inconvenience to the public, the lands in question should be granted on patta at rates applicable to adjacent lands to the person concerned. If the encroachment has been on communal lands, the land occupied should be resumed at once and handed over to the village panchayat.

(b) Yes.

**Memorandum by Mr. K. Ramamurti, etc., ryots of Potnur village, Bimlipatam taluk, Vizagapatam district.**

I. (a) The zamindar and the ryot are proprietors.

(b) The ryot possesses all rights except in the case of fair rent and responsibility for water-supply.

II. (a) One-fourth of the net income.

(b) Nature of the land, water-supply, the crops raised, prices, etc.

(c) Yes. When crops fail, remission should be granted in proportion to the loss sustained.

(d) This may be determined as occasion arises.

(e) Yes.

III. (a) Yes.

(b) Summary attachments should be dispensed with.

IV. (a) Rights accrue to the ryot with the lease.

(b) No.

V. (a) Yes.

(b) Three-fourths of the cost should be met by the zamindar and one-fourth by the ryot.

VI. No.

VII. (a) The ryot should be vested with all the rights in this respect.

(b) The ryot should have these rights also.

(c) The landholder and the ryot must have equal rights.

VIII. (a) Water facilities, irrigation, repairs, etc., are to be provided by the zamindar. Ryots should use the said water for their lands.

(b) Yes.

(c) On application by the ryots.

IX. Yes.

X. The under-tenant also should have the right to land.

XI. (a) The Revenue Board should continue to be the final appellate and revisional authority; otherwise a Special Tribunal may be appointed.

(b) Either in revenue courts or special courts.

XII. (a) A fair rent should be fixed and collected for the years of unauthorized occupation and pattas should be granted to the ryots concerned.

(b) No.

**Memorandum by Mr. P. N. Apparao, President of the Ryots' Association of Guttavilli on behalf of the ryots of Lavbham and Guttavilli, etc., villages, Bobbili estate, Vizagapatam district.**

I. The ryot. Mining rights also belong to the ryot.

II. (a) One-eighth of the net income from the yield after deducting cultivation expenses.

(b) The existing rents were not fixed in zamindaris according to any principle. By force or persuasion, the zamindar enhanced rents. Owing to illiteracy, lack of influence and of means of livelihood, the ryot has accepted the rent fixed by the zamindar.

(c) Statutory provision should exist. Remission should be compulsory in the case of total failure of crops. All affairs regarding remission should be settled by an officer whose status is not less than that of a Deputy Tahsildar. The results of the enquiry should be notified to the people in the village by beat of tom-tom within twenty-four hours after the enquiry.

(d) Cash-rent should be fixed once for all permanently.

(e) Yes.

III. (a) The zamindar's power to attach movable properties for realizing rents should be removed. The power to take arrest-warrants in execution of decrees should be removed. Only lands should be attached, and that, too, only that plot of land in respect of which rent has fallen into arrears. No other plot of land should be attached.

(b) The zamindar should realize arrears of rent every year, only by attaching immovable property. He should not realize it by means of any other kind of action. The said processes should be executed through land courts, and an appeal should lie to the High Court.

IV. (a) The rights are inherent in the case of wet lands.

(b) The zamindar has no other right than repairing and maintaining water-sources for utilization by the ryot. The right to apportionment of water has been with the ryots. That should hereafter be vested in panchayats.

V. (a) Yes.

(b) The zamindar should bear the entire cost.

VI. No.

VII. The right of grazing cattle, gathering wood and collecting green manure, etc., free of cost in forests, pasture lands, hills, etc., has been exercised by the ryot as a time-honoured custom. Agriculture implies this right.

Porambokes and unoccupied lands are communal lands.

VIII. Water-sources in estates are generally in utter ruin. The Government should take power to repair tanks, channels, etc., and construct new ones as a duty without application from ryots and recover the cost from the zamindar. It should be enacted that, till then, the zamindar should waive rents and should also be responsible for the loss that may accrue to the ryot.

IX. Yes. Zamabandi should be conducted by Government officials.

X. The under-tenant in zamindaris should have the same legal relationship that the under-tenant in ryotwari villages has with the pattadar, and with the Government.

XI. (a) A civil court and not the Revenue Board should be the final appellate and revisional authority.

(b) In "Land Courts" only zamin ryots' associations should have representation in them. An appeal should lie to the High Court. Ryots also should have the right to have their cases conducted by their own representatives as zamindars do.

XII. In respect of unauthorized occupation of lands other than 'Swada Lank lands,' the zamindar should be empowered only to collect such rate as is charged in the case of adjoining lands.

(N.B.—Under the head "other facts" two paragraphs are added and they embody representations similar to those contained in many petitions dealt with above).

**Memorandum by Mr. Kochcherlakota Venkataramayya and others, Deemantunigudem estate, Deemantunigudem village, Kovvur taluk, West Godavari district.**

I. The ryot has the right of kudivaram (i.e., the right to enjoy the surface of the land in every way without rendering it unfit for cultivation). The zamindar has mining rights in the land in addition to his melvaram right (the right of collecting rent from the ryot in return for the latter's enjoyment of the surface thereof).

II. (a) & (b) Rent should be fixed in zamin villages in the same manner as in Government villages. Rent has been fixed all this time in this as well as in the other zamindaris under threats of eviction. Rent should be fixed for each land, the fertility of the soil, rains, water-sources, price of seed and all other aspects of the matter being taken into consideration.

(c) Statutory provision should be made for remission on the same principles as are applicable to Government villages. Remission should be granted in the case of wet lands when there is no water-supply and in the case of dry lands when rain fail and famine conditions prevail.

(d) Fair rent should be settled once for all, all lands being surveyed, taram fixed and rights recorded.

(e) Yes.

III. (a), (b) & (c) No, because it would be safe both for the zamindar and the ryot that the rent should be very fair and that it should be paid up when it falls due. If it falls into arrears, let alone the zamindar, the ryot would be the greater sufferer. Rules relating to rent-collection may, therefore, continue to be as they now stand.

IV. (a) & (b) We have no water-facilities in our estate. Hence, we have no experience of them.

V. (a) All estates should be compulsorily surveyed, a record of rights maintained and a fair rent fixed. The system of payment of rent in the form of a share in the produce should go, because it leads to many an unjust act or a corrupt practice and very adversely affects the ryot.

(b) It is fair that the ryot should bear only one-third of the cost.

**Memorandum by Mr. Allu Appala Nayudu and other zamin ryots of Ramabhadrapuram Jirayati village, Salur taluk, Vizagapatam district.**

The petitioners pray that (1) pasture lands, hill-porambokes, public paths and tank-beds granted on pattas by the estate officials to their friends subsequent to "the Land Act No. II of 1908," may be converted into unassessed waste lands, (2) that the enhanced rents which were levied on the lands subsequent to the private survey and settlement recently effected by the zamindar may be reduced to their normal levels, and the Government may be pleased to provide for grant of remission for loss of crops according to their discretion, (3) that the Government may be pleased, if necessary, to have the village surveyed by their own officials and the lands classified taramwar after excluding the pasture lands, public paths, etc., mentioned in (1) above, (4) that as there has been "a total failure of crops this year" "the excess amount that has been unauthorizely collected from the tenants" may be ordered to be refunded to them, (5) that the tenants may be given the right to enjoy the usufruct of the forest, and to graze their cattle in it without any fee, (6) that the water-sources, which are badly in need of repairs may be repaired by the Government, through their own officials.

**Memorandum by the village ryots of Ramabhadrapuram, Salur estate, Salur taluk.**

The petitioners submit that seven or eight years ago, the Salur zamindar had the whole village surveyed by his own surveyors and enhanced the *doul* (revenue) of their village from Rs. 4,000 to Rs. 7,000 that the estate officials collect rent from them according to the revised *doul* without granting them cowles, that, on account of their poverty, they are not in a position to verify the accuracy of the survey made by the estate by going to a court of law, and that they do not know exactly even the rent to be paid by each of them. The petitioners urge that the Government should undertake to repair their tanks, that pasture-lands should be provided for grazing their cattle, "since the zamindar has given away every bit of waste land available, on lease" and that they should be permitted to use the natural facilities of forests for their domestic and agricultural purposes, that tanks which supply water for drinking should be kept clean prohibiting the auction of fishing-right in them and that *abkari* revenue should be abolished. They pray that their grievances in the directions stated above may be redressed.

**Memorandum by the Members of the Makuva Congress Committee, Makuva firka, Salur taluk, Bobbili, Vizagapatam district.**

The memorial, which is not signed, is in the form of a welcome address to the Hon'ble Mr. T. Prakasam. It expresses the hope that the Hon'ble the Minister will visit the Agency tracts "which are totally lacking facilities like those of education, health and medical aid and help to improve the condition of the people there, "unlike other leaders" who visited them previously.

**Memorandum from Ponduru Venkanna and others of Kurakulapeta, Ramabhadrapuram, Salur zamin, Vizagapatam district.**

The petitioners submit that the jirayati lands in their village consist only of dry lands, that they were surveyed seven or eight years ago, that increased rents are being collected on the ground that the actual extent under cultivation is more than what it was supposed to be, that they do not know for what reasons cowles (lease-deeds) have not been given to them up to this day and that though the people in the village doubt the correctness of the measurements, they have no scope for having the lands resurveyed. They further say that a rent of nearly Rs. 20 per acre is being charged and that they have no right to utilize the local natural facilities in the forest for agricultural purposes and pray that the Hon'ble the Revenue Minister may enquire into these matters and provide them with the necessary facilities.

**Memorandum by the Zamindari Ryots' Association, Salur.**

The petitioners submit in a poetic style that their condition in the zamindari is intolerable, that the zamindar collects rents from them even if crops fail, that his high-handedness is indescribable, his manner of collecting rent and innumerable fees being a matter of life and death to them, and that the Government should not brush aside their case saying that "ignorance of law is no excuse" and support the officials of the estate. They pray that the Government should enquire into their grievances and fulfil the promises made on the eve of the general election.

**Memorandum by Mr. Maddu Sanyasi and others of Pachipenta, Salur taluk, Vizagapatam district.**

The petitioners submit that their village belongs to four estates, that, the forest officials of Vizianagram estate, take money from them for grazing their goats in the forests without granting them receipts, that the forest guard, Pamu Payiditalli, demanded Rs. 50 and took Rs. 30 from them for allowing them to graze their goats, that a few days later, Mr. Nidadavolu Ramadasu, who was on special duty came with another forest guard and impounded their goats which were grazing on the bunds of fields and they had to pay Rs. 15 to release their goats, that compounding fees of nearly Rs. 200 are being levied in addition to this, and that cases are instituted in default of payment. They add that royalties are being collected on minor forest produce, that high rents are charged on lands, and that they are put to several other hardships. They pray that an enquiry may be made and their grievances redressed.

**Memorandum by the zamin ryots of Lakavarapukota firka, Vizagapatam district.**

The petitioners represent that there are no proper irrigation sources in the estate, that repairs are not executed to even the existing ones with the result that there is failure of crops and the ryots are put to suffering, that as the rents are higher in zamindaris than in Government villages, and as the prices of grain are low, the ryots find it difficult to retain the land after meeting cultivation expenses, rent, etc., and that the zamindar has been levying a tax even for wood taken from forests for agricultural implements. They add that though there is scope for the construction of an irrigation work near Chintalapudi which would supply 100 villages with water, the zamindar is indifferent in the matter. It contains a prayer to the effect that their grievances may be redressed "now that there is responsible Government."

**Address presented by the Congress Committee of Chittuvalasa, Vizagapatam district.**

The address represents that the tanks in the village have not been repaired for the past 25 or 30 years, that the ryots are put to loss by failure of crops due to lack of water-supply, that the ryots are consequently losing all their properties, and that even in these circumstances, they are charged an additional rent of 2 annas in the rupee by the Vizianagram estate to which their village belongs. It contains a prayer for the execution of repairs to the tanks immediately and for reduction of rents.

**Memorandum by Ravada Appalasuri and others of Mathulapeta, hamlet of Urlam.**

The petitioners state that their village which belongs to the Urlam estate is far away from the water-source, that though the estate collects rent at the rate of about Rs. 23 per acre, it neither provides water-supply to their lands nor reduces the rent, and that there is no adequate supply of drinking water in the village. They pray that the zamindar may be asked by the Government, either to provide the lands with sufficient water-supply or reduce the rents. They further pray that the Government may sanction the construction of a well in the village for the supply of drinking water.

**Memorandum by Mr. Mipala Venugopalam and other ryots of Kinthali village, Siripuram estate.**

Tracing the history of the gradual enhancement of rent in their village since 1908, from Rs. 20 per garse originally, to Rs. 66 per garse at present, "which along with other unlawful cesses comes to Rs. 71 per garse," the petitioners submit that the rent is excessive, that the unit extent of land subject to this rent—garse which is computed at three acres for purposes of fixing rent—is practically two acres only, that the price of paddy being not more than Rs. 45, it is extremely hard to pay the rent of Rs. 71 and failure to pay would result in their properties being attached, that the four unnatural

instalments fixed for payment of rent, namely, July, September, November and December, are not a period in which the ryot would have money, and that, therefore, it is "impossible" for the ryot to pay rent during that period. They further represent that section 12 of the Estates Land Act has been causing hardship to them, in respect of their procuring wood from their gardens for agricultural implements, that if they cut one rupee's worth of wood, it is estimated at Rs. 20 by the officials of the estate, and that they are sued in court. Turning to the irrigation facilities in their zamin, they state that though the zamindar has been collecting from them some contribution for repairs, in respect of a river fourteen miles away, no work has been done in the river and they have not had water supplied to them in proper time and that they have to depend solely on rain. Finally, the petitioners pray that the Government may first get the land surveyed and fix for the area, as arrived at after the survey, the rate charged in the case of ryotwari villages.

**Memorandum by Mr. Pydi Jagannadham and other ryots of Kintali village, Chipurupalli taluk, Vizagapatam district.**

The petitioners submit that their village belongs to the Siripuram estate, that the source of water-supply to their village is the river Langulya, effecting repairs in the river and the irrigation channels on the eve of the rainy season and supplying water to the village having been the usual time-honoured practice in the estate, that now, however, repairs are not done and water is not supplied to them, that they have been experiencing great hardship in paying their kists under the circumstances, that the unit of land (garse) is not three acres in extent as it has been stated by the zamindar and as it ought to be, but only two acres and one acre in some cases, that the actual rate per acre comes to Rs. 35, and that the actual yield per unit of alleged three acres being only fifteen puttis which is less than one garse, Rs. 72 per garse is still forcibly collected from them while the price of paddy is only Rs. 50 at the time of harvest. They further say that as soon as November sets in, the estate authorities and the police come in, prevent the cutting of crops, attach and bring lands to sale, and harass them. They pray that the estate authorities should be made to supply water to their village in time and collect only fair and equitable rent from them, taking into account the present-day conditions.

**Memorandum by Mr. Kelli Chinnababu and other ryots of Ellamanchili, Paitalagam firka, Srikakulam taluk, Vizagapatam district.**

The petitioners submit that the rate of Rs. 1-8-0 or Rs. 1-12-0 per acre, they had been paying on dry lands for sixty or seventy years was increased in the immediate past to Rs. 10 per acre, the present zamindar has been harassing them by filing suits against them and forcing them to pay at the rate of Rs. 10 per acre, that the five tanks and other sources of water that irrigate the wet lands in the village have been in a state of utter desrepair for seven years past, and that on account of lack of repairs, and of water-supply, the entire population of the village undergo enormous trouble for procuring drinking water for themselves, and for their cattle during summer. They pray that the Government should fully enquire into the matter and make the zamindar do justice to them with regard to water-supply to the village and reduction of the present enhanced rate of Rs. 10 per acre, on dry lands.

**Address presented by Mr. Raghupatruni Suryanarayana, Chairman, Agraharam Ryots' Association and other agraharam and zamin ryots of Kotabomalli and surrounding villages, Vizagapatam district.**

The petitioners submit that they are heavily involved in debts, by reason of the fact that the interest far exceeds the principal, that if their creditors take action against them, they will have to lose their movable and immovable properties, and go to jail, that there are no water-facilities in their village, that repairs are not effected even to the existing water-sources, and that the rate charged despite lack of water-supply is Rs. 15 to Rs. 16 per acre. They urge that they should be vested with the right of kudi-varam, that they should be provided with water facilities, that they should be relieved of their indebtedness, and that a fair rent should be fixed.

In the course of their address, Ronanki Coormayya and other ryots of Gangaram and etc., agraharams, say, that the condition of agraharam ryots is worse than the condition of zamin ryots, that a rate of Rs. 15 to Rs. 16 per acre is charged, that rents are not given up even if crops fail, suits being filed for the same against them in courts and that they are not provided with water-facilities. They pray that the matter should be enquired into, and arrangement made for remission being granted for the current year and the past three years.

**Memorandum by Mr. Payidi Kamayya and other ryots of Faridpet village,  
Shermuhammadpuram estate, Chipurupalli taluk, Vizagapatam district.**

The petitioners submit that the rate on wet land is Rs. 16 and on dry land, Rs. 10 per acre, their "only water-source" being "rain," that the yield from lands is inadequate and scarcely sufficient for their subsistence, that the big tank of Shermuhammadpuram which is the main source of water-supply to their village, got breached ten years ago, and has not been repaired since, that on account of bad crops owing to lack of water for the above reason, they have not been able to pay the rents due to the estate and have been suffering without food and raiment. They pray that they may be relieved of indebtedness and that arrangements may be made for reduction of the rates of rent and for repair of the tank expeditiously.

**Mahazar by the Pathapatnam Taluk Ryots' Association, Parlakimedi estate,  
Vizagapatam district.**

1. The memorial alleges that advantage is being taken of the defects in the Madras Estates Land Act, to abnormally enhance the present rents in the estate and urges that the Act should be so amended as to define fair and equitable rents for the estate as being only those which the Government themselves would have charged, if they had been in charge of the estate, and that suitable arrangements may meanwhile be made to see that the excessively charged rents are not collected.

2. It complains that water-supply is being refused by the estate authorities to a second crop "in spite of definite decisions of the High Court that zamindars have no right to refuse water-supply to a second-crop or to levy rates in that respect according to their will and pleasure," and prays for redress.

3. With reference to the forests in the estate, it is pointed out that, although according to the rules issued by the Government for the management of forests in Parlakimedi estate, the tenants of the villages adjoining the forests are entitled to take free of cost wood for fuel and agricultural implements, grass for cattle and green manure, etc., from the said forests, these rights are, in practice, not enjoyed by the tenants who are not in the good books of the estate officials. It is alleged in this connexion that ryots of Sarvakota village are prevented by the estate authorities from obtaining wood on account of private grudge and that the Hindu ryots among them are consequently burying their dead instead of cremating them as enjoyed by their scriptures. The memorial finally alludes to "the manner in which suits are filed against the ryots in courts and frequent adjournments thereof are taken to the great inconvenience of the ryots in the cultivation season," and prays for relief from "such harassment."

**Memorandum by Mr. Byreena Viswanadham, etc., ryots of Sarvakotamutha, Pathapatnam taluk, Parlakimedi estate, Vizagapatam district.**

Making allegations similar to those contained in the memorandum above, the petitioners pray for free water-supply to the second-crop, levy of fair and equitable rents, reservation of power for the Provincial Government to execute repairs to the estate irrigation sources and works, whenever necessary, statutory provision for grant of remission and conferment of rights to utilize local natural facilities, formation of itinerant courts to try and settle disputes between zamindars and tenants and for resumption by Government of mismanaged estates.

**Memorandum by Mr. Sunkari Ramanna, etc., ryots of Shikharghaiz village of  
Vizianagram estate, Bobbili taluk, Vizagapatam district.**

The petitioners pray for—

- (1) permanent exemption from rent of holdings up to an extent of five acres, holdings of more than five acres in extent being charged a rent not exceeding one-sixth of the value of their yield;
- (2) remission for three years' rents already charged, "no rent being charged from the current fasli onwards till the present famine conditions disappear;
- (3) assignment of not less than five acres each to persons owning no land, with rights to the utilization of the adjoining forests free of charge for cattle and other agricultural and domestic purposes;
- (4) grant of irrigation facilities to lands depending on rainfall;
- (5) prompt execution of repairs to irrigation tanks;
- (6) reservation of waste lands for the free grazing of cattle;
- (7) postponement of collection of rent till the tenant is in a position to pay;

- (8) advance of loans by the Government without interest to be repaid in instalments;
- (9) provision of facilities for education and sanitation in villages;
- (10) power for village panchayats to try ordinary civil and criminal cases without demanding fees;
- (11) early commencement of rural reconstruction work by the Government; and
- (12) for levy of rents, at the Government settlement rates.

**Memorandum by Mr. Sarimella Narayana Rao, on behalf of the villagers of Garimella Narayanarajupalem village, Palakonda taluk, Vizagapatam district.**

After stating that out of nearly 250 agrapharams and mokhasas of Palakonda taluk, about 100 villages have been receiving water-supply from the Nagavali project, the petition prays for the total repeal of water-rate in the case of mamul wet lands irrigated by the said project, on the ground that the first-class water-rate of Rs. 4 and land-cess As. 8 per acre which is now paid by the ryots is " unjust " and that it has been paid for the last twenty-five years practically.

**Address presented by the Bobbili Taluk Zamin Ryots' Association, Therlam village, Bobbili taluk, Vizagapatam district.**

The address prays that the Moratorium Bill with the amendments suggested by the Andhra Provincial Ryots' Association may soon be passed into law, that the same measures of temporary protection meant for ryotwari tenants may meanwhile be extended to the zamindari tenants also, and that the minimum demands made by the said association in its manifesto may be conceded by means of suitable legislation.

**Memorandum by the ryots of Gopalaroyadupet, Venkataroyadupet, Rajupet, Narasimhanipet, Kannammamet, etc., villages, Bobbili zamin, Vizagapatam district.**

**Memorandum by the ryots of Tekkali taluk, Vizagapatam district.**

The ryots of the abovementioned villages represent that they are charged high rents for their lands, though there are no irrigation facilities, that the estate officials collect rents in a high-handed manner, that as the forest adjoining their villages has been reserved by the Bobbili zamin and they are not permitted to take wood even from trees in jirayati lands, they have to obtain wood from distant places for agricultural purposes, that they cannot graze their cattle in the forest without paying fees and that though wild beasts in the adjoining forest cause damage to their crops, they are afraid even to scare them away, for fear of the estate officials. They pray for the redress of their grievances.

**Memorandum by Mr. S. Subba Rao, President, Inamdars' Association, Tekkali, Vizagapatam district.**

The petitioners submit that the application of the Estates Land Act to inamdars is unjust and consequently requires revision, that the inamdar is a ryot, that he is entitled to kudivaram and melvaram rights by reason of the fact that he has provided water sources and cleared and made the land cultivable, that he has only let out lands yearly to under-tenants on condition that they should give him the landholder's share of the produce, that he has practically purchased the melvaram and kudivaram rights by spending labour and money, that he is a pattadar and pays land-cess, shrotriyam, quit-rent, Board, etc., cesses, which approximate to the assessment paid by the ryot in Government villages, that fixing compensation for kudivaram right at two years' rent is too inadequate, that the inam ryot being only a sub-tenant, the inamdar's interests should not be sacrificed for the interests of the inam ryot, that the inamdar is poor, having staked his all on the improvement of his inam-lands and is absolutely dependent for his existence upon them. It is prayed that absolute rights of ownership should be retained for the inamdar, that thousands of acres of land still available for cultivation might be granted to the inam ryot, that inams less than 50 acres in extent might be left to the inamdars, who could do cultivation themselves, that in the case of inability on the part of inamdars to cultivate the land themselves, ryots might be permitted to cultivate the same as per conditions originally prevalent or the ryot might be made to obtain the kudivaram right by payment of that part of money which may be determined as its proportionate price in the total value of the land, long-term loans being advanced to him either by Government or some bank in the event of his inability to pay the said proportionate price. The final request of the petitioners is that the recent Madras Estates Land (Amendment) Act may be modified in accordance with the suggestions made above.



**Memorandum by the ryots of Tekkali taluk, Vizagapatam district.**

This petition is in the form of an address to the Hon'ble Mr. T. Prakasam. It states that the zamin ryots entertained great hopes that the Congress Ministry would do them immense help, that it is regrettable that the Ministry which has sanctioned 75 lakhs of rupees for the grant of remission to the ryots in the Government areas and stopped settlement operations in the future should have done nothing to provide similar, immediate relief to the zamin ryots, that though being aware of the agitation carried on for the last six years for the abolition of the zamindari system and for the introduction of the system obtaining in the Government areas, it is a matter for regret that the Hon'ble the Revenue Minister should have said that the condition of the zamin ryots would be considered after the enquiry of the Committee appointed in that behalf, was completed. It says that the minimum demands of the zamin ryots as set forth by the Andhra Provincial Ryots' Conference should be granted and that the Estates Land Act Enquiry Committee may conduct their enquiry near Tekkali as it is all zamin area. Referring to the failure of crops in that taluk, the petition contains a request to the Government to postpone collecting this year's instalment of loan due to Government from the ryots to next year and to use their influence with the zamindar to postpone likewise the collection of this year's rent. It complains that repairs are not executed even to the few irrigation sources in the taluk, and that the ryots are thereby put to heavy loss and contains a prayer to the effect that the Government may construct a dam across the Mahendrathanaya river near Meliyaputti, and provide irrigation facilities to the taluk. The petition expresses gratification at the introduction of the Moratorium Bill and requests that its scope may be enlarged so as to include zamin ryots paying a rent of Rs. 1,000, that loans may be granted to them by the Government, the Imperial Bank, Co-operative Societies, etc., and that the provisions of the Bill may be made applicable to village artisans as well.

**Memorandum by Mr. Jagannatha Panigrahi and other ryots of Raghunathapuram, old Tekkali estate, Tekkali taluk, Vizagapatam district.**

The petitioners represent that their lands do not yield good crops, that unable to maintain their families, cattle and farm-coolies, they are heavily involved in debts and are suffering hardships at the hands of the zamindar and moneylenders, that "heavy" rents in kind are collected on their lands "for which receipts are not granted," that they are always said to be in arrears to the zamindar, that for want of repairs to their irrigation sources they are unable to raise more than one paddy crop during the rainy season and are consequently becoming indebted, that the zamindar charges "exorbitant" fees for grazing their cattle and collecting wood, fuel, etc., for agricultural and domestic use in the forest. They pray that their irrigation sources may be improved, their rents reduced, and they be relieved from "the clutches of the zamindar and the moneylenders."

**Memorandum by Mr. S. S. Rami Nayudu and other ryots of Damilada, Nandigam estate, Tekkali taluk, Vizagapatam district.**

The petitioners complain that though they do not enjoy irrigation facilities, the rents on their lands range from Rs. 15 to Rs. 8-4-0 per acre, that as they never have good crops, they happen to be very poor, that the zamindar distrains their property when they fail to pay their rents and obtains decrees against them if he does not realize the amount due, by means of such distraint and thus harasses them. They pray that collection of loan-instalments due to Government from them may be postponed and fresh loans granted "in view of the dismal failure of their crops in the current year" and provision made for reduction of rents and regular water-supply.

**Memorandum by Mr. B. Appalaswami and other ryots of Uddavolu village, Jayapuram Kumarika estate, Parvatipuram taluk, Vizagapatam district.**

The petitioners state that their village which was once a mokhasa village has now become a zamindari, that the rent is very heavy, that the water sources of their village are not repaired in spite of their repeated requests, the ryots being faced with total failure of crops owing to lack of water facilities and consequent poverty, and that the estate authorities are subjecting them to many troubles such as institution of legal proceedings against them and attachment of their movable and immovable properties to recover arrears of rent. The petitioners request that, in view of these facts, the Government should make the zamindar grant remission of land-rent for fasli 1347, that the rents may be brought to the level of the rates prevailing in the adjoining villages and that the water-sources should be repaired. They further state that the zamindar is harassing them in the matter of collection of Rs. 8,000 being the arrears of rent due from them, taking advantage of the sudden postponement of the Moratorium Bill, and pray that the Government may be pleased to take immediate steps for their relief.

**Memorandum by Mr. Mituru Adinarayana and other ryots of Ravaua zamin village, Anakapalle taluk, Vizagapatam district.**

The petitioners state that the tanks of their village are badly in need of repairs, that they have consequently no irrigation facilities, that full rents are collected even when there is a total failure of crops, that they are obliged to emigrate to Rangoon and other distant places to find money in order to pay arrears of rent and that the rates of rent of their village are very high. They further say that in view of the failure of crops, they and their families are starving without food and pray that their water-sources may be repaired and that their lands may be surveyed and a fair rent, as obtaining in the adjoining villages, may be levied.

**Memorandum by Mr. Ramanna and others, members of Amadalavalasa Agraharam Village Congress Committee, Bobbili estate, Vizagapatam district.**

The petitioners state that the Raja of Bobbili got 100 acres of land on lease from the Government for 100 years at Rs. 1-10-0 per acre, out of which he gave 50 acres to the ryots of Amadalavalasa Agraharam village at a rent of Rs. 48 per acre. They say that the zamindar is attaching their houses and lands and selling them in auction to realize the heavy arrears of rent. The ryots humbly request the Government to save them from the abovementioned trouble and make arrangements for the stability of their tenure and for reduction of the rents.

**Memorandum by Mr. Chinthada Chittiabbayi and other ryots of Patheru village, Bobbili taluk, Vizagapatam district.**

The petitioners represent that the lands of Paltheru village which belonged originally to the relatives of the Raja of Bobbili were handed over to the Raja in the year 1927, that the Raja had raised the beriz from Rs. 6,000 to Rs. 7,000 by having the lands surveyed and that he has turned a deaf ear to their repeated requests to reduce the land-rent. They say that the rent on wet lands has been enhanced from Rs. 12 to Rs. 30 and that on dry lands from Rs. 2-8-0 to Rs. 4 and pray for the reduction of rent on wet and dry lands.

**Memorandum by Mr. Pindiprolu Venkata Rao, Karnam and Mirasidar of Komatipalle, Bobbili taluk, Vizagapatam district.**

The petitioner complains that the zamindar has been harassing him in so many ways, that he finds it impossible to continue his stay in the village, that though the amount of Rs. 20 allowed to him by the estate is being adjusted towards the jodi payable by him to the estate, a decree has been obtained for the amount "as being arrears due from him," that his inam lands and gardens have been surveyed and he has been asked to execute agreements in respect of them as if they were jirayati lands, that he is threatened with litigation in the event of his failure to do so and that he has been prevented by estate officials from cutting trees in his inam lands. He further adds that he has a large family to maintain, that as a result of the attitude of the zamindar towards him, he is not able even to raise a loan on his lands or to sell them, that the troubles to which he is subjected, could be explained fully only in a personal interview with the Hon'ble the Minister and that all the troubles which he is put to by the zamindar are due to his (petitioner's) Congress leanings and the support he lent to the Congress party in the last elections. He finally prays that the Government may be pleased to purchase his lands which are worth Rs. 7,500 and enable him to leave the estate and eke out his livelihood elsewhere. He also remarks that in the existing circumstances, a Brahman cannot remain peacefully in the estate.

**Memorandum by Mr. V. Appanna and other ryots of Jaggarajupeta, etc., villages, Vizianagram estate, Vizagapatam district.**

The petitioners submit that owing to the reservation of Naravakonda in the Pedagam thana of the Vizianagram estate, the people in their villages which adjoin the said reserve are not allowed by the forest officials to graze their cattle, sheep, etc., in the forest, that on account of this fact they are forced to dispense with cattle, sheep, etc., with the result that they are not able to get manure for their lands and that due to the proximity of the forest reserve, wild animals kill cattle, sheep, etc., and people are afraid to pass alone on the road near the forest. They pray that the Government may see that no grazing fee is charged for grazing cattle, sheep, etc., in the forest and that the scare of wild animals is removed.

**Memorandum by the Congress Committee of Madugula, Madugula, Vizagapatam district.**

The petitioners submit that the authorities of Madugula estate are conducting settlement operations at "the present juncture," "when the people are suffering on account of poverty" and pray that those operations may be stopped and the rights to graze cattle free of grazing fee and to gather wood for agricultural purposes from unreserved forest be granted to the ryots.

**Memorandum by Mr. D. Chinama Nayudu and others, inhabitants of Bhudevupeta village, and jirayati under-tenants of Marupalle village, Vizianagram taluk, Vizagapatam district.**

The petitioners submit that they have been grazing their cattle in the waste lands bearing survey Nos. 172, 173-A and 184, for the past twenty-five years paying a rent of Rs. 24-1-0 per annum to the estate having obtained a patta for the same in the name of D. Chinnama Nayudu and others, that the said waste lands are the only available pasture lands for their village, there being no forest or hill and that owing to private grudge, D. Yellama Nayudu, his son Appalaswami Nayudu and others of Bhudevupeta have applied to the estate authorities for the grant of the said three survey numbers to themselves deliberately with a view to deprive them of fodder for their cattle and inconvenience them. Saying that if the lands are granted to the applicants, they would have to sell away their cattle and leave their village and that the estate authorities are about to auction the lands, they urge that the Government should enquire into the matter and, meantime, issue orders immediately to the estate authorities to hold up the auction, till after the enquiry is finished, and should prevent a patta being granted to the abovesaid party.

**Memorandum by Mr. G. Venkatasitaramaraju and other ryots of Srirampuram, Ethatam, Kandipudi, Satyavaram, Pedaramabhadrapuram, Mangavaram and Aratlakota of Mangavaram thana, Chemudu and Nakkapalle estates, Vizagapatam district.**

The petitioners say that the zamindar (Sri Raja Vairacherla Narayana Gajapathi Raju Bahadur Varu) has leased out all the tanks in their villages and does not effect repairs to the tanks with the result that no water remains therein, that the said leases should be cancelled and the tanks so repaired as to serve the needs of lands in their respective ayacuts, that the source of water for the tanks being the river Khandava which does not always flow, the tanks should be compulsorily filled during the flood season, all the leases to which they have been subjected being cancelled, that the supply-channels which are in a state of disrepair should be repaired and maintained in good condition, that the method of collecting rent is unjust, and that the instalments for payment of rent are now so fixed as to expire even before the harvest time. They pray that the instalments for payment of rents to the zamindar may be made to correspond with those in Government villages, that if they raise houses on their lands the estate authorities may be prevented from interfering with them and that their grievances generally may be enquired into and redressed.

Petition (clubbed with the above petition though not separately numbered) by Jalli Ramaswami and other ryots of Kandipudi village of Mangavaram thana of the same estate.

The petitioners submit that there are two tanks in their village which are "nominally" repaired once in four or five years, that the tanks do not have water and are leased out and that the channel which supplies water to their villages from the tank at Srirampuram and also from the river has got silted up and water flows through the channel only when there is extensive rush of water, owing to the fact that a bund has been put across the channel to divert water to Mangavaram for irrigation purposes. They, therefore, urge that Mangavaram should be supplied with water by some other arrangement "which is possible" and the bund across their supply-channel, removed. They further complain that the tank at Srirampuram has been leased out, that it does not contain much water owing to want of repairs, that though a channel had been dug to supply water to Palteru, Kandipudi and Ethatam villages forty years ago and a fee of 8 annas per rupee unjustly collected from them towards the cost of digging, water is not supplied through the channel, that petitions to the Raja and even suits against him have borne no fruit, that some of them have had to relinquish their lands owing to failure of crops, that the estate authorities demand rent even before the harvest, post their men to keep watch on the fields and collect the cost of keeping watch from them by deducting the amount from the actual rent paid, that every ryot has to pay Rs. 7 in the form of miscellaneous charges over and above the rent, and that this injustice is possible because the kist season begins in July. The petition concludes with the prayer that their present kist season may be discontinued and the kistbandi system in vogue in Government villages be adopted.

**Memorandum by Mr. Boyeena Appalaswami Chetti and other ryots of Sarvakota, etc., villages, Parlakumidi estate, via Pathapatnam, Vizagapatam district.**

The petitioners represent that when the estate was under the Court of Wards, they enjoyed the same facilities as those enjoyed by Government ryotwari ryots, that they have ceased to enjoy the same since the advent of the present Raja and that water-supply is being denied to their second crop, 'although they are entitled to it at the Government rate as per decisions given by several courts, and although some of the tenants actually remit the second-crop rates in advance by money-order.' They pray that the Estates Land Act may be so amended as to insist on the adoption, at the time of settlement in zamin areas, of the rates prevalent in adjoining Government villages, 'as rents in their zamindari are unfairly being enhanced from time to time, on some plea or other,' and that statutory provision may be made for the free utilization by tenants of the local natural facilities such as taking from forests wood for agricultural implements and building houses, and grass for cattle, for the levy of reasonable fees from vendors of fuel, etc., for the transfer of control over the estate irrigation sources from the zamindar to the Government, Public Works Department, for the grant of remission in the same manner as in Government ryotwari villages, for the trial by Special Courts or Civil Courts instead of by Collectors or by the Board of Revenue, of disputes arising between zamindars and tenants, for the vesting of only the right of collecting rent in zamindars and all other rights in tenants, for the taking up by the Provincial Government of the administration of any zamindari which is grossly mismanaged, for the assignment on patta, without any nazarana being taken, of waste or poramboke lands encroached upon by tenants at the latter's request and at rates applicable to adjacent lands and for prevention of any interference of the zamindar with a tenant in respect of the latter's manner of keeping his holding provided the rent fixed thereon is being regularly paid.

**Memorandum by Mr. Allu Appalaswami and other ryots of Makkurathari Saravalsa village, Vizagapatam district, through the President of the Andhra Provincial Ryots' Association (petition No. 103).**

The petitioners represent that they are in abject poverty as their daily income of 7 pies does not suffice even for bare necessities of life, and that, unless it be decided not to levy any kind of tax on ryots whose annual net income is not more than Rs. 500, 80 per cent of the tenants would be left without any relief. They urge that, before this principle is given effect to and a graded tax is imposed on agricultural incomes of Rs. 500 and above, the resettlement rates of all kinds should be abolished altogether everywhere and the old rates should be permanently reduced by 50 per cent, that no higher water-rate than Rs. 2-8-0 per acre should be levied for any crop or field and that the same scheme as indicated above should be applied to zamin ryots also. Turning to the question of agricultural debts, the petitioners suggest that interest should be charged only for half the period elapsed ever since the principal was advanced when such period does not exceed twelve years, no interest at all being charged for periods exceeding twelve years, that interest should be allowed at only 4 per cent per annum for the period for which interest is admissible, that when the amount periodically paid towards the principal should equal or exceed the principal, interest at only 4 per cent per annum should be calculated on the balance outstanding after the last instalment was paid, that the principal together with interest as calculated above should be reduced in proportion to the fall in the prices of food-grains and paid to the creditors by the Government themselves, the sums so advanced being recoverable in sixty equal annual instalments at not more than 3 per cent per annum as interest by Government, that in the case of ryots desirous of clearing their debts by disposing of a portion of their landed property, such lands should be disposed of at a price 25 per cent higher than their market value and that facilities should be afforded to ryots for advances from the Reserve Bank for cultivation expenses at 3 per cent per annum as interest. With reference to the zamin ryots in particular, it is urged that the rates of rent in zamindaris should not exceed the adjoining ryotwari rates, that all the irrigation works should be under the joint control of the Public Works Department and the local Ryots' Associations, that the existing grazing fees should be reduced by 50 per cent, that local natural facilities like taking wood from forests for agricultural purposes, grass for cattle, etc., should be freely allowed to the tenants who should also have the customary common rights in tanks, forests, valleys, etc., that statutory provision as in the case of ryotwari lands should be made for remission of rent in the event of loss of crops, for survey and record of rights at the zamindar's cost, cancellation of the arrears of rent that accrued so far, grant of single patta, exemption of movables and grain stored for food from distraint, prohibition of payment of *mamools* of any kind other than the fixed rent and cesses, to zamindars, constitution of 'Land Courts'

composed of representatives of Ryots' Associations to try all disputes pertaining to zamina lands with a right of appeal therefrom to only the High Court and for resumption by Government of all private lands owned by zamindars and mokhasadars as defined by the 'Estates Land Act, 1934.'

Dealing finally with the rights of ryots in forests in general, the petitioners suggest that at least one-third of the Reserve Forests should be converted into 'ryotwari' forests, due representation being given to Ryots' Associations in the management of the remaining forests and that ryots should be allowed to take wood, fuel, leaves, etc., from reserve forests free of cost for domestic or agricultural purposes.

**Memorandum by Mr. Kelli Bayyana, etc., ryots of Yellamanchilli village,  
Cnicacole taluk, Vizagapatam district.**

The petitioners represent that in the matter of the dry rate of rent of Rs. 2 per acre which they had been paying since 1908 and which was subsequently in 1928 enhanced to Rs. 10 per acre, the appeal preferred by them against the orders of the Sub-Collector is pending in the District Judge's Court. They complain that the rents and cesses being compulsorily collected at present are unfair, that remissions are not granted and that the tanks are badly in need of repairs. They hold that the tenant is the proprietor of the soil with surface as well as underground rights therein and that one-third of the net income from land forms a fair and equitable rate of rent. They suggest that the Government wet rate may be adopted and that dry rates at Re. 1-0-0 and Rs. 1-8-0 and wet rates at Rs. 3-0-0 and Rs. 3-8-0 may be adopted forthwith. They urge that estimates of repairs to tanks should pass through the Public Works Department and that the hereditary rights of village officers should be retained, 'as the ryot-population has full confidence that the said officers would be able to understand their needs and interests.'

**Memorandum by Mr. Chinta Simu Nayudu, etc., ryots of Chintagabada village,  
Parvatipuram taluk, Vizagapatam district.**

The petitioners represent that the 37 acres of communal waste land towards the north-west of their vilage formerly used for the grazing of cattle has been leased out by the estate officials since August last and that they are thereby put to severe hardship, 'as there is no forest or pasture land within 20 to 30 miles of distance from the vilage.' They request that the piece of land referred to above may be reserved for cattle-grazing and the cattle of the vilage, saved from ruin.

**Memorandum by Mr. Mrityunjaya Panigrahi and other Banjar (waste land) ryots of  
Baruva estate, North Vizagapatam district.**

The petitioners submit that the uncleared forest lands of Baruva estate brought under cultivation were assessed permanent rent ranging from twelve annas to two rupees per acre when the estate was under the administration of the Court of Wards, that the Banjar ryots have at their own expense dug a canal from the channel running from the Mahendrathanaya river with a view to improving their irrigation facilities, and that they continued to pay the above said rent to the Court of Wards for some time and then to the proprietor of the estate. They further state that after sometime, the proprietor filed suits against the ryots, when they declined to pay the royalty demanded by him in addition to the rent stipulated in the patta, that having failed to obtain a favourable decision from the District Collector's Court, the proprietors had not only cut off the water flowing in the canal which they have dug but also acquired the 'Domalabanda' tank, the main water-source for their lands, 'thus making cultivation impossible.' The petitioners add that the original rent which was enhanced at the time of survey was subsequently reduced as a result of the appeal they made to the Revenue Board, that the ryots were impoverished on account of their dealings with the Settlement Department and the Board of Revenue and on account of the enhanced rents for which the zamindar obtained decrees by filing suits in the District Judge's Court against them, with the result that many of them lost their lands and migrated to Rangoon and other places, that they are unable to fight out their cause in a court of law against the rich and influential proprietor. They finally pray for the reduction of rent and for the restoration of their lost irrigation facilities.

**Memorandum by Mr. Teppa Lakshmayya, President, and Mr. Bandalu Lakshminarayana Avargal, Vice-President, Zaman Ryots' Association of Baruva and Peta estates, North Vizagapatam district.**

In the beginning of the petition, it is stated how the Baruva and Peta estates have come into the hands of the present proprietors, having changed many hands and undergone many vicissitudes. Urging that the Government should investigate into the origin and history of the estates in Srikakulam division 'particularly those created on the basis of a long-term-lease after the Permanent Settlement, Baruva and Peta estates being such' and bring them under the administration of the Government and that special legislation, if necessary, should be made abolishing these estates, the petitioners proceed to represent their grievances under various heads.

Regarding the *land-rent*, the petitioners allege that the proprietors of the estate collect 'unbearably heavy cash-rents as high as two-thirds or three-fifths of the yield,' that the proprietors are taking Rs. 2 on every cart-load of grain the tenants have to pay to them, that out of Rs. 45,000 realized as income by them Rs. 7,800 only is paid as peshkash to the Government, that ryots are obliged to raise heavy loans or go to foreign countries like Burma for their livelihood, on account of the heavy rents demanded. They request the Government to conduct a close investigation into the present 'abnormal rents' and bring them to the level of the land-revenue assessments obtaining in the adjacent Government villages.

Turning to the *water-sources*, the petitioners submit that the canal from the Mahendhrathanaya river, which is the main water-source for their lands, has long been left neglected 'with the result that their crops fail every year on account of insufficient water-supply' and that the estate authorities have never paid any heed to their request to have the canal repaired. They urge the Government to undertake the required repairs and recover the cost thereof from the proprietors.

As regards *communal lands*, the petitioners represent that the landholders are leasing out all waste lands, tank-beds, etc., to be converted into arable lands, thereby depriving them of pasture-fields. They request the Government to resurvey the estates, demarcate, and set apart all the communal lands as per paimash and gudikattu accounts for the use of the village community at large, placing them under the control of village panchayats.

Referring to arrears of rent, decrees, distraints, sales, arrest warrants and other coercive proceedings the estatedars take in collecting arrears of rent, the petitioners pray that the estate authorities should be prevented from resorting to such coercive steps towards the tenants and that landholders should be empowered to proceed only against the land in respect of which the rent has not been paid and attach only so much of land as can be fairly taken as a cover for the amount due as arrears. They further urge the cancellation of their present debts and arrears of rent and the extension of the benefits above mentioned to Korlam, Burkili and Pottangi villages which belong to the estates under reference.

**Memorandum by Mr. Balaga Buchchi Appala Nayudu and other agrapharam tenants of Dosaraminayudavalasa Agrapharam, Palakonda taluk, Vizagapatam district.**

The petitioners represent that theirs is a mokhasa village about five miles west of Rajam village, that the four tanks on which their lands depend for water-supply have not been repaired for a long time, that while the mokhasadar had enhanced the Dowl (revenue of the village) from Rs. 1,600 to Rs. 2,500 he has not done any repairs to the said tanks, in spite of the repeated representations made to him and that owing to frequent failure of crops, their rent had fallen into arrears. They add that the mokhasadar would not reduce the rent, in spite of the failure of crops and low price of the corn, that they have no other go but to mortgage or sell away their lands to clear the arrears of rent and debts and that the mokhasadar has instituted suits against them without the least compunction and is ready to attach their properties at any moment. The petitioners pray that generally all their arrears of rent and particularly those in respect of faslis prior to fasli 1346 may be cancelled, that the water-sources may be repaired, that the present rents may be reduced to their original level when the Dowl was Rs. 1,600 and that they may be granted loans at a low rate of interest to redeem the mortgaged lands.

**Memorandum by Mr. Grimalla Narayana Rao on behalf of Mokhasa and Agraharam ryots, Palakonda taluk, Vizagapatam district.**

The petitioners state that there are about 250 mokhasa agraharams in Palakonda taluk, that the Government have made block-survey of these agraharams to find out the total extent, that the said survey has not helped the ryots to know the actual extent of land under their occupation, that the village mirasidars are collecting different rates of quit-rent and water-cess, as many times as they please and that their appeal to the Tahsildar and the Revenue Board in this matter have proved 'utterly useless.' The petitioners pray that each agraharam may be surveyed separately and the ryots saved from unnecessary expenditure.

**Memorandum by Mr. G. Venkataswami and other ryots of Vellanki village, Bimlipatam taluk, Vizagapatam district.**

The petitioners submit that the estate authorities of Vizianagram have conducted re-settlement and enhanced the existing wet rate of Rs. 12 per acre by two annas per rupee and are insisting on payment of rent at the enhanced rate for the past ten years, during this year, that the tank on which their wet lands depend for irrigation has no water-source for which reason dry crops only are being raised in such wet lands, and that even payment at dry rates is hard. They pray, therefore, that the enhancement in the rates as per the estate resettlement may be ordered to be dropped. The petitioners further represent that the village officers who are answerable to the Revenue Department, the Police Department and the estate authorities have to do heavy work and also to maintain accounts, that their salaries are 'too low' and that the service inams given to them have changed hands, owing to the right of sale, etc., in respect thereof having been vested in them, and pray that the inams having been meant for service, may be transferred to the person actually doing service, or adequate salaries be paid to the village officers.

**Memorandum by Mr. Lakkoju Venkatesam Achari and other ryots of Pollada village, Pata Tekkali estate, Tekkali taluk, Vizagapatam district.**

The petitioners submit that the tanks have been in a state of disrepair for thirty years past, that crops have been failing owing to want of water-supply and that rents are high and pray that the estate authorities may be directed to remit in full the rents for the faslis when crops failed and create facilities of water-supply.

**Memorandum by the ryots and inhabitants of Baruvapeta, Baruva estate.**

The petitioners submit that the rent per acre in their estate is Rs. 30, that the yield per acre, however, amounts only to Rs. 20, that, owing to economic depression, high rates of rent, and low prices for their produce for seven or eight years past, they have suffered intensely, that crops have been failing for want of water and that this defective water-supply is due to the fact that the mulkadar does not repair the channel branching from the river. They urge that statutory provision for remission, as in the case of ryotwari villages, should be made. The petitioners further represent that having obtained decrees for lease-amounts including unjust cesses, the mulkadars of the estate have been taking out warrants against them and attaching their properties, that encroaching on communal pasture-lands the mulkadars have been cultivating them and that owing to the said encroachment, they have no grazing facilities for their cattle. In conclusion they pray that the mulkadars may be prevented from executing decrees against them and be made to set apart the encroached lands for grazing purposes as usual.

**Memorandum by the people of the Estate of Mandasa, Sompeta taluk, Vizagapatam district.**

The petitioners submit that the rates of rent in the Mandasa estate are unjust and high, ranging from Rs. 20 to Rs. 28 per acre, that when they are not able to pay the heavy rates, they are subjected to various penalties and the rates collected from them, their wives being deprived of their thali, that the zamindar spends away all the revenue and has run into debt and that they have neither food nor raiment. They pray that the heavy rates may be removed and such rates as prevail in Government villages be levied, that repairs may be effected to the water-sources and an ancient constructed across the river Mahendrathanaya which is the source of water-supply to their lands.



**Memorandum by Mr. G. Krishnamma and other inhabitants of (1) Kartalipakam and (2) Potrakanda villages, Mandasa, Sompeta taluk, Vizagapatam district.**

The petitioners submit that that the administration of the zamindari is bad, that the rates of rent are high and range between Rs. 20 and Rs. 24 per acre, that adequate water-sources are lacking, even the existing water-sources not being repaired and that the administration of the Court of Wards is beneficial to the people. They further state that they are now in a poverty-stricken condition and have had to sell away their wives' 'thali' too, 'as they have to pay the abnormally high rates of rent ranging between Rs. 20 and Rs. 24 per acre which were unjustly imposed by the zamindar,' that an anicut of brick and mortar should be built at the source of the irrigation channel from the river Mahendrathanaya, which is the source of water-supply to their villages, as the channel has become silted up, and that they sent representatives to Madras and submitted petitions on 29th June 1937 to the Board of Revenue, etc., in this connexion. The petitioners pray that arrears of rent may be written off, that such rates of rent as prevail in Government villages may be fixed, that remission at the rate of Re. 0-12-0 per rupee be granted in respect of the rent for fasli 1347 and that an anicut of stone and mortar may be constructed at the source of the irrigation channel from the Mahendrathanaya.

**Memorandum by Mr. Gokarla Kristamma, etc., ryots of (1) Palavalasa, (2) Karthali-palem, (3) Pothrakhanda and (4) Mulipadugopalavaram villages of Mandasa estate, Sompeta taluk, Vizagapatam district.**

The petitioners represent that for want of an anicut and proper repairs to the Mahendrathanaya river, they are sustaining heavy loss of crops in their lands which are imperfectly irrigated and that the low yield of two to four annas crop having been inflated by the Estate Officials in their estimate at 12 to 16 annas, 'a very unfair rate' of Rs. 20 to Rs. 24 is being collected from them. They further represent that whereas they formerly enjoyed the privilege of utilizing the wood of the adjoining forests for their agricultural implements, etc., free of cost, a levy of Re. 1-0-0 and sometimes Rs. 2-0-0 per cart-load is being unjustly collected and that they are therefore obliged to go to the forests of other taluks where the rate collected is Re. 0-3-0 to Re. 0-4-0 per cart-load. They pray that the grievances referred to above may be redressed.

**Memorandum by Mr. Marupu Padmanabham, on behalf of all the ryots of Madanapuram village, Mandasa estate, Sompeta taluk, Vizagapatam district.**

The petitioners represent that due to failure of crops, fall in prices, and the present abnormal rent of Rs. 3,700 as against the former rent of only Rs. 1,150 for their village, they have run into debts and are experiencing abject poverty. They complain that while they were formerly allowed to take fuel and wood from the adjoining forest for domestic and agricultural purposes free of any levies, now high levies are being imposed on them for the same. They further represent that for want of an anicut and proper water-supply from the Sunamudi river, their crops are failing. They pray that the arrears of rent and the court decrees prior to fasli 1347 may be cancelled, that the rates of rent may be revised on the basis of Government jeroyati rates or of principles to be incorporated in an amending Act, and that their hardships in regard to water-supply and utilization of the forest rights, referred to above, may be removed.

**Memorandum by Mr. Karri Narasayya on behalf of all the ryots of Venkata Varadarajapuram village, Mandasa estate, Sompeta taluk, Vizagapatam district.**

The petitioners represent that due to failure of crops, fall in prices, and the present abnormal rent of Rs. 2,750 as against the former rent of only Rs. 950 for their village, they have run into debts and are experiencing abject poverty. The rest of the petition is practically a copy of petition No. 65 dealt with above.

**Memorandum by Mr. Lakkoju Venkatesam Achari, etc., ryots of Pollada village, Patha Tekkala estate, Tekkali taluk, Vizagapatam district.**

The petitioners represent that their crops have been failing, due to repairs to the tanks having been neglected for the past 30 years, that they are hardpressed for food on account of the high rates of rent now in force and that their crops have totally failed during this year. They pray that rents for faslis marked by failure of crops may be altogether wiped off and that they may be provided with irrigation facilities.



**Memorandum by Mr. S. A. Padmanabhaswami, etc., ryots of Brahmanatharla, Bantukottur and Lakshmipuram villages, of Tharla estate, Vizagapatam district.**

The petitioners represent that about 1918-1919, the Zamindar of Tharla managed to arbitrarily fix an annual rent of Rs. 4,500 for Brahmanatharla village, Rs. 3,800 for Bantukottur village, and Rs. 3,600 for Lakshmipuram village, and that due to the subsequent fall in prices, about 70 to 80 per cent of the ryots have alienated their lands, they being unable to meet the unfair demand of rent, that some of them had emigrated to Rangoon and such other places and that others staying at home and depending on agriculture as their primary occupation have become heavily indebted to the zamindar and other sowcars during the past 10 or 12 years. They complain that they have not been aware of any permanent and substantial repairs having been done to their tanks which are the irrigation sources in the zamindari, the zamindar only attending to very urgent repairs of an ordinary nature with great difficulty. They pray that the Government may be pleased to assume control over the irrigation works, revise the existing high rates of rent, adopt the Government rates, redeem zamin ryots from their indebtedness and provide livelihood to their poor families.

**Memorandum by Mr. Magubari Chencu and others, Komaralathodu village, Tekkali taluk, Vizagapatam district.**

The petitioners submit that their village is a zamindari jirayati dry village with 400 acres of land, that they have been paying a rent of more than Rs. 7 per acre to the zamindar on condition of the latter providing water-supply to the lands, that though 5 or 6 acres of land are rendered unfit for cultivation by the accumulation of sand due to wind and rain every year, the zamindar has been charging the same rent for them also, that though it is more than four years since their lands have been surveyed, the zamindar has been collecting the old rents without effecting a settlement and granting them pattas, and that due to failure of crops and the troubles to which they are subjected by the zamindar, many have left the village for distant places like Rangoon. They further state that there is no adequate supply of drinking-water in the village and pray that dry rates of Rs. 3 and Rs. 2 per acre as obtaining in the adjoining villages of Patha (old Tekkali and Pollada) may be fixed for their lands and they be charged the same rates as in the adjoining villages when they raise crops with well water.

**Address presented by the Mandasa Zamin Ryots' Association, Baligam, on 1st November 1937.**

The address submits that the Estates Land Act 'which is crushing the ryot' may be repealed and fresh legislation embodying the minimum demands set forth by the Andhra Provincial Zamin Ryots' Association be enacted, that the ryots of the estate may be offered protection by bringing into force the Moratorium Bill 'as the zamindar has been harassing them with execution proceedings,' that they are charged Rs. 6 per acre of dry land and up to Rs. 25 per acre of wet land, 'while 1 rupee and Rs. 6 respectively, are charged for dry and wet lands in the adjoining village of Jalanthra,' that they do not have irrigation facilities, the water-sources not having been repaired for the past ten years, and that they are denied the use of natural facilities 'owing to severe restrictions imposed by the zamindar' though there is a big forest adjoining their village and prays for the redress of the grievances stated above. Urging in conclusion 'the commendability of the principle of redistribution of Provinces in British India on a linguistic basis approved of by the All-India Congress Committee,' the association requests that when the new Andhra Province is formed, Berhampur, Parlakimedi and other places which have been unjustly included in the Orissa Province may be restored to the Andhra Province.

**Memorandum by Mr. Aiji Simhadri and others of Kasi Bugga, Tarla, Vizagapatam.**

The petitioners submit that the site on which they have constructed their houses and have been living for a very long time has been granted on patta to an outsider, that they are being put to much trouble by the latter who has been trying to evict them from their sites and to endanger their lives, that the zamindar has granted the site to that person on account of spite against one of them in connexion with elections, and that though they had submitted petitions to the Collector 'ever so many times' no enquiry has been made. They add that the person who has obtained patta for the site is an influential person and that he has won over the Police to his side. Stating that they are too poor and helpless to take legal action, they pray that the matter may be enquired into, and they be permitted to continue to remain in the sites and houses now occupied by them.

**Memorandum by Mr. Ganta Narayana, on behalf of the ryots of Dabaru village,  
Mandasa estate, Sompeta taluk, North Vizagapatam district.**

The petitioner submits that the zamindar was formerly collecting a yearly permanent cash rent of Rs. 600 for the jirayati lands in the village, that in fasli 1316 the zamindar insisted that the ryots should pay him the landholder's share in kind with the result that they were ruined, that they submitted petitions to the zamindar that their rents should be fixed as in the adjoining Government villages, but that in fasli 1332 the zamindar granted them pattas fixing the rent at Rs. 23 per acre on the basis of the "control" prices of food-grains then in vogue and that when they submitted petitions subsequently pleading their inability to pay 'such unbearably high rents' no action was taken thereon. They add that instead of the original cash-rent of Rs. 600 a rent of Rs. 1,350 including land-cess has to be paid by them and that in the result they have become greatly indebted, that while their forefathers were utilizing natural facilities such as collecting wood from the forests free of charge, they are now paying exorbitant fees for the same, that they have no good water-sources and that though there is scope for providing them, the zamindar does not do it. They pray that rents may be fixed for their lands as in Government areas and that all their arrears up to fasli 1347 and the decrees obtained against them in respect thereof, may be cancelled.

**Memorandum by the ryots of Reddipalli Agraharam, Bhimlipatam taluk,  
Vizianagram zamin, Vizagapatam district.**

The memorial states that the village depends entirely upon rain for its water-supply, that even when there are timely rains and good crops the yield is not appreciable, that very little is left to the ryot after meeting the cultivation expenses and paying the rent, that the ryot is therefore compelled to borrow even in years of good harvest, with the result that he has become heavily involved in debt and that many have thus lost their lands and emigrated to distant countries. It adds that when the ryot is unable to pay the rent on account of famine, failure of crops and other reasons, the zamindar obtains decrees for arrears of rent and executes the same 'mercilessly' and prays that the Government may see that the zamindar—

- (1) reduces the existing rent;
- (2) provides good irrigation facilities;
- (3) grants remission in the event of failure of crops;
- (4) writes-off the arrears of rents accrued up to date;
- (5) does not lease out land set apart for communal purposes in the settlement for use of cattle; and
- (6) grants remission of rent for this year especially, owing to failure of crops

**Memorandum by Mr. Appalaswami and other jirayati ryots of Potnur village,  
Vizianagram estate, Vizagapatam district.**

The petitioners submit that their lands have no proper water-sources like a canal, etc., but depend entirely on rain for water-supply, that the rent assessed on the wet lands taramwar is high, ranging as it does from Rs. 18 to Rs. 14 per acre, that while the value of the yield per acre amounts to Rs. 35 the expenditure they incur in cultivation together with the rent comes to Rs. 38 and thus the ryot is a loser by Rs. 3 even when there has been a bumper crop. They add that owing to frequent failure of crops, the ryots could not pay their rents regularly, that they had to give away their lands to the sowcars from whom they were obliged to borrow heavy amounts, that the estate authorities are threatening them with court decrees and distrains and that they are unable to get justice in courts as against the rich and influential estate authorities. The petitioners finally urge that their rents should be reduced, that proper irrigation facilities should be provided for them, that remission of rent should be granted whenever crops fail, that execution of decrees should be stopped and that some land in the village should be reserved for grazing cattle.

**Address presented by the Village Congress Committee of Nadupur, Vizagapatam taluk,  
Vizagapatam district.**

It is stated in the address that the policy of the estate in reserving the forest areas within its jurisdiction is causing much hardship to the people of twenty villages, that while the estate is not benefited in the least by reserving forest, it is causing great hardship to the villagers and cattle and that the petty-estate officials are harassing and troubling the ignorant villagefolk. To illustrate 'the atrocities perpetrated by the estate Revenue Officials,' the address cites 'an incident of four shepherds being tied to pillars and flogged'

recently in the presence and at the instigation of Mr. Yerramilli Perraju, Amin of Anandapuram B. Division, Vizianagram Estate 'as confirmed by the President and the Secretary of the amalgamated North and South Vizagapatam District Congress Committees after due enquiry.' Finally, the address contains a prayer to the effect that the ryots may be protected from the atrocities of the Estate Officials, that grazing-lands may not be allowed to be leased out for cultivation and that the ryots may be saved from the harassment of sowcars by passing immediately the Moratorium Act.

**Address presented by Mr. Mantri Kesava Rao, the President and Tekumalla Varahalu, the Secretary of Nadupur Village Congress Committee, Vizagapatam taluk, Vizagapatam district.**

The address represents the zamindar as having reserved the adjoining hills and underwood where the cattle of the village used to graze. It states that the action of the zamindar is in no way profitable to him and that the ryots and their cattle suffer very much thereby. The address contains an appeal to the Hon'ble Minister requesting him to take measures to prevent zamindars from reserving hills and forests, 'which have nothing else than undergrowth.'

**Memorandum by Mr. Tala Subhannarayanamurti and other ryots of Udayapuram village, Tharla taluk, North Vizagapatam district, through the President of the Andhra Provincial Ryots' Association.**

This petition is identical with petition No. 103 (memorandum by Allur Appalaswami and others of Makkuvatteri Saravara village).

**Memorandum by Mr. Pyla Simmanna and other ryots of Ganuvada village, Tharla estate, Tekkali taluk, Vizagapatam district.**

The petitioners submit that the water-sources of their village (Addupoonu and Chintagaya), which irrigate nearly 200 acres of wet land have not been repaired 'for nearly thirteen years' 'with the result that the crops have been failing during all these years,' that on representing this matter to Tharlapattu Rani, who is the present owner of the lands, she has promised to have the necessary repairs carried out to the water-sources, on condition that the land-rent is enhanced from Rs. 1,200 to Rs. 1,400 and that though they had paid the enhanced rents for two years, the Rani has done no repairs. They add that they have been representing their grievances to the Rani, the District Collector of Ganjam and Tarla Estate authorities for the last thirteen years personally and through their legal representative but to no purpose, and that their representations to the Collector and the Sub-Collector of Vizagapatam made in 1937 by registered post owing to their pecuniary inability to go in person have met with the same fate. The petitioners further say that many of them have sold their lands to pay the rent, owing to the failure of crops year after year for want of water, that in their present miserable condition, they cannot file a suit against the Rani. They pray that steps may kindly be taken for the immediate repair of the water-sources of their village, 'failing which they have no other alternative than to leave the village.'

**Memorandum by Messrs. Peddinti Sambasivudu and Peddinti Appadu, etc., of Pinapenki village, Bobbili estate, Vizagapatam district.**

The petitioners represent that the Raja of Bobbili has purchased Vadada village from the Raja of Salur, and that the Raja of Salur in fasli 1272 (1863) had fixed Re. 1 jodi in the inam statement of Palakonda and bestowed the inam lands permanently on the petitioners' forefathers and that the latter's descendants have been enjoying them ever since. The petitioners complain that having enhanced the amount of one rupee (jodi), the Raja of Bobbili has been unfairly collecting Rs. 9 and that no remissions are being granted for failure of crops and that no repairs to irrigation works are being effected. They urge that in view of the contents of the inam statement and the nature of the soil, the jodi of one rupee which alone is fair may be confirmed and pray that the Raja of Bobbili may be directed to collect from them Re. 1 which was the jodi originally fixed, foregoing the excess of Rs. 8 which he has begun to levy.

**Memorandum by Mr. Nanda Adi Narayana and other ryots of Kammetta village,  
East Sermahamadpuram estate, Chipurupalle taluk, Vizagapatam district.**

The petitioners represent that due to lack of repairs to the irrigation works of the estate, their crops have been failing for the past five or six years and that, therefore, being unable to bear the rents due to the estate and the cost of maintaining their families, they have run into heavy debts. They request that the Moratorium Bill may soon be passed into law to wipe off their arrears to the estate as well as their debts to the co-operative banks. They complain that the dry rates of Rs. 8, Rs. 10 and Rs. 12 per acre now being collected on lands which entirely depend on rain-water for irrigation are 'abnormal' and 'are crushing them to death' and pray for a 'drastic' reduction of rents in the estate. They request that steps may be taken to see that repairs to irrigation works are executed by the estate authorities.

**Memorandum by Mr. Muhammad Yusuf and other ryots of Salur taluk,  
Vizagapatam district.**

The petitioners represent that 'certain landholders and zamindars of whom the Zamindar of Chemudu is the foremost,' have formed a clique with a view to involving the poor ryots in litigation by setting up their creditors against them and dispossessing them of their lands by bringing about their sale for low amounts towards arrears of rents. They pray that the high rates of rent formerly levied when the prices were high may now be reduced and that 'stay' orders may forthwith be issued in respect of all the legal proceedings against them referred to above and a moratorium declared in respect of their debts.

**Memorandum by Mr. Kaligatla Perayya, President of the Ryots' Association, Penugollu  
Dharmavaram Agraharam, Sarvasiddhi taluk, Vizagapatam district.**

The petitioner, on behalf of the ryots, represents that for the last 30 years they have been paying a wet rate of Rs. 15 and a dry rate of Rs. 10 per acre and that the inamdars have subsequently enhanced the rates on the plea of rise in prices and are now collecting the enhanced rates by resorting to coercive measures. They further represent that the adjoining Government rate happens to be Rs. 6 per acre and pray that the Government may be pleased to fix their rents at fair and equitable rates and rescue them from the attempts being made by the inamdars to drive them away from the village.

**Memorandum by the Ryots' Association of Santa Lakshmiipuram village, Chicacole taluk,  
Vizagapatam district (Petition No. 455).**

- I. The tenant.
- II. (a) The rate obtaining in ryotwari villages.
  - (b) Not more than one-sixth of the net income from land.
  - (c) There should be statutory provision for remission on the same principles governing remission in Government villages.
  - (d) & (e) (Not answered.)
- III. (a) Revision necessary.
  - (b) The power of distraint should be withdrawn from the zamindar and vested in the Revenue Department (Government). It should be exercised by an official not below the rank of a revenue inspector.
  - (c) Transfer of registry should be effected more efficiently than at present. Estate officials themselves should collect rent.
- IV. (a) Inherent as being appurtenant to the land. It is also a matter of contract with the zamindar subsequently. There is no documentary evidence in regard to this in our estate.
  - (b) The landholder should have no superior right.
- V. (a) Yes.
  - (b) The zamindar should bear the entire cost.
- VI. (Not answered.)
- VII. The tenant has a right over trees in his land and the right over trees in porambokes should vest in panchayats.
- VIII. The authority should be vested in the Revenue and Public Works Departments and the repairs should be effected by Government without any application from the parties.

IX. Yes.

X. There should be no legislation in regard to this matter at present.

XI. (a) The High Court should be the final appellate and revisional authority.  
(b) 'Land courts' should be constituted.

XII. (a) Adjoining rate should be collected.  
(b) Thorough revision is necessary.

In a preamble to the answers to the questionnaire, the signatories represent that the zamindar was exacting heavy rent from them in kind prior to 1908 when they filed a commutation suit, as a result of which it was decided that they should pay a cash rent ranging from Rs. 25 to Rs. 36, that unable to pay this heavy rent, many of them had to dispose of their properties, as the zamindar was taking all the produce from the land and adjusting it to the rent or arrears of rent, and that he has taken possession of their lands in lieu of arrears. They pray that provision should be made for the collection of rent based on the rates obtaining in the adjoining Government villages for the time being and the restoration of lands which have been unlawfully taken from them by the zamindar.

In addition to the answers to the questionnaire the signatories want that—

- (1) rent should be collected in instalments as in Government villages;
- (2) zamindars should be recognized as Government ryots;
- (3) the system of home-farm lands should be abolished;
- (4) separate registry should be made compulsory;
- (5) the stamp duty on suits under the Act should be reduced; and
- (6) the zamindar should contribute a portion of his income towards the improvement of the village.

**Memorandum by Gondi Sitaramaswami and others of Chikkavaram and Royyuru estates,  
Bobbili (Petition No. 453).**

I. (a) The tenant.

(b) The tenant has all the rights including the mining rights though it is stated in the muchilikas that they belong to the zamindar.

II. (a) A uniform dry rate of Rs. 1-8-0 should be levied and for wet lands for which the zamindar provides water-supply, water-rate should be charged at Government rates.

(b) (Not answered.)

(c) When the crops fail, the dry rate alone should be collected.

(d) A uniform dry rate should be fixed for all lands. Nothing in addition should be collected. For lands to be granted hereafter, the same dry rate to be fixed by Government through the agency of the local ryots' association.

(e) Ryots' associations should have powers to revise the rent through settlement officers.

III. (a) Powers of distraint should be revised.

(b) Distraint of movables should not be valid.

(c) Execution proceedings in respect of arrears of rent should be conducted by village panchayats and the collection of rents should be made by village officers.

IV. (a) The right of the tenant to water-supply is inherent as being appurtenant to the registered wet lands only.

(b) The zamindar has no superior right. He is only entitled to effect repairs to the water-sources and to see to the proper supply of water.

V. (a) Yes. All the estates should be surveyed. Joint pattas should be replaced by single pattas as per actual enjoyment.

(b) The zamindar should bear the entire cost.

VI. The estate officials collect under miscellaneous revenue a fishing rent for fishing in public tanks and fees for grass and produce of trees in waste lands unjustly. These porambokes should be reserved for communal purposes.

VII. The tenant is entitled to utilize natural facilities free of cost. Porambokes, etc., should be used for communal purposes.

VIII. When the zamindar fails to effect repairs to irrigation works, the ryots should be entitled to effect these repairs themselves and deduct the expenses thereof from the rent due to the zamindar. The Provincial Government should have full control over irrigation works.

IX. The Government should conduct yearly jamabandi in zamindari villages also.

X. (Not answered.)

XI. (a) A special tribunal is necessary.

(b) Special courts should be constituted.

XII. (a) The zamindar should be entitled to the rates prevailing in the village in respect of unauthorized occupation of land.

(b) (Not answered.)

*Additional information.*

Provision should be made for the annual transfer of pattas, for the payment of rent by instalments from December to July, not charging interest for balance of kist, for preventing the zamindar from encroaching on porambokes, etc., for releasing such of those as have been previously occupied highhandedly, for the settlement of disputes between the landholder and the tenant by village associations, for the removal of cesses like railway cess, for collecting a portion of the zamindar's income for communal purposes, and for payment of water-rate at the Government rates. The zamindar is alleged to be compelling the ryots to make over the right of fishing in one of the tanks, which has all the time been enjoyed by the tenants.

**Memorandum presented by Mutnuru Venkata Sastri and other ryots of Kavitha thana, etc., villages of Bobbili estate, Palakonda taluk, Vizagapatam district (Petition No. 355).**

Alleging excessive greed and highhandedness on the part of the zamindar ever since the advent of the Madras Estates Land Act in the matter of collecting enhanced rents, the petitioners request—

- (1) that the rents may be fixed as in Government ryotwari villages?
- (2) that survey and settlement may compulsorily be effected for all the villages in the zamindari and the entire cost recovered from the zamindar, 'as the tenants are too poor to bear the same';
- (3) that separate registry may be effected to replace joint pattas;
- (4) that fallows and auctioned river-bed lands may be provided in every village for cattle grazing;
- (5) that irrigation works may be repaired by the Government and the cost recovered from the zamindar;
- (6) that rents may be collected in four instalments from March;
- (7) that all decrees of arrears prior to fasli 1346 should be made void; and
- (8) that forests, porambokes, waste lands, etc., may be thrown open for public use.

Besides the above requests, the memorialists complain that the zamindari officials 'having been enraged at the holding of ryot conferences in the past in Vavam village under the presidentship of Professor Ranga,' the zamin officials have withheld water-supply to villages like Vavam and Vuvvampeta for the last two or three years, the tenants having been reduced to poverty thereby on account of failure of crops and that as the zamindar has leased out the river-bed lands of Kavitha Mutha, Regadi and Marrikothavalsavilla villages, the tenants of the said villages are experiencing failure of crops due to impaired water-supply. They pray that the Provincial Government may be pleased to inspect the holdings of tenants in the zamindari and 'decide what remission they deserve in fairness, paying as they do such unjustly high rents as Rs. 35 per acre when the Government themselves have thought fit to grant liberal remissions in respect of ryotwari lands under their control, which were assessed on sound and equitable principles,' that statutory provision may be made for remission as in Government villages, that the survey and the record of rights in respect of Kavitha Mutha and Adavaram villages undertaken in 1922 and still going on even now may be stopped and declared void 'as the Government officials have conspired with the zamin servants and as their joint operations are opposed to all principles of justice' and a fresh survey may now be made and a record of rights prepared on fair principles at the zamindar's cost and that the village name, 'Adavaram,' may be changed into 'Gandhivaram' as has been desired by the people since 1922. The memorial concludes with the request that lands and houses knocked down in auction sales for arrears of rent subsequent to the fall in prices, may be restored to the tenants unconditionally and free of all compensation.

## Petition No. 354.

*N.B.*—This petition does not contain the signature or address of any person or association.

I. (a) The tenant is the proprietor.

(b) The tenant has all the cultivation rights in the land as well as the rights of gift and sale. The zamindar has the right to treasure-trove in the land of the tenant, right of collection of rent in respect of cultivated lands, and all rights in lands under their own cultivation.

II. (a) In the matter of the collection of cesses in proprietary villages, the rent including cesses should not exceed double the taram rate fixed by the Government for the collection of cesses. While in the case of zamin villages, it should not exceed one and a half times. The rent may be collected in four equal monthly instalments beginning with a month earlier than in Government villages and a monthly interest of one per cent may be recovered on arrears outstanding at the close of the fasli.

(b) Nature of the soil, crops raised, irrigation facilities, and the net yield should be the considerations for determining rent.

(c) Yes. There should be statutory provision for remission of rent. Except when failure of crops is due to the negligence of the ryot, it should be three-fourths remission for 0 to 2 annas crop, half remission for 3 to 5 annas crop and one-fourth remission for 6 to 8 annas crop.

(d) If rent is received in kind, the proportion of rent to the yield of the land should be fixed once for all. In cases of cash rents, these should vary from time to time as in Government villages.

(e) Yes. The Government should have such powers.

III. (a) Yes. The powers of the zamindar require revision.

(b) Revision of the Act may be made to render the collection easy and less expensive.

(c) The zamindar on the advice of his agent who collects rents should issue a notice to the defaulter demanding payment of arrears within fifteen days. If payment is not made within the time, he should send a decree for the amount together with a list of properties to be distrained, to an officer not lower in rank than a Deputy Tahsildar with instructions to collect in excess of the decree amount, Re. 0-8-0, being the expenses incidental to this procedure. If the amount is not recovered, the fact should be intimated to the zamindar by the said officer. Arrears of rent should be the first charge on the land and the crops thereon.

IV. (a) Inherent as being appurtenant to the land and belongs to the tenant; the right of control over irrigation works vests in the zamindar.

(b) The zamindar has the right of regulating water-supply. When water is used without permission or when lands entitled to irrigation from one source are irrigated by another source, the zamindar is entitled to levy penal rates not exceeding twice the water-rate.

V. (a) Yes.

(b) The zamindar and the tenants should share the cost of the original survey equally between them and the cost of any subsequent survey should be borne entirely by the tenants.

VI. No.

VII. (a) The tenants have right to all such local natural facilities.

(b) The ryots have the right to graze cattle, collect wood, etc., free of cost, in certain specified areas.

(c) The rights over public paths, etc., are common both to the zamindar and the tenants. If the forest area is 1,000 acres, it should be under the control of the zamindar on favourable conditions. If the forest area exceeds 1,000 acres, a fee of one-rupee for every 3 acres should be collected and after deducting six annas therefrom for watching expenses which should be made over to village panchayats, the balance should be paid to the zamindar. The estimate should be prepared and the amount paid to the zamindar in advance. If the forest area is 100 acres it should be left free to the tenants.

VIII. (a) One-eighth of the zamindar's income should be compulsorily spent on irrigation works. The sources of water-supply to tanks irrigating less than 1,000 acres should be repaired by the ryots. In the case of bigger tanks the ryot and the zamindar should jointly effect repairs to the sources and in the case of tanks irrigating more than 10,000 acres the zamindar alone should bear the cost of repairs. The zamindar should attend to the repairs of channels irrigating more than 350 acres and of all bunds and sluices of tanks whether big or small.

(b) The Government should undertake repairs and recover the cost thereof from them (zamindars).

(c) On application by tenants owning one-eighth of the extent of cultivable lands.

IX. Yes, as in the Government villages.

X. The rent due to the zamindar should be the first charge on the crop raised by the under-tenant. The rent due to the zamindar should be a charge on the land of the tenant and the crop raised thereon.

XI. (a) A special tribunal may be constituted with such powers temporarily for three years after which the Board of Revenue may have these powers.

(b) Civil courts.

XII. (a) The zamindar may levy a penalty of four times the rent for objectionable and twice the rent for unobjectionable cases of unauthorized occupation of lands.

(b) The collection from inamdars should be on the lines suggested above for ryots.

*Additional matter.*

1. In proprietary lands, the jodi should not exceed one-half of the taram rate.
2. Shares in the proprietary villages should be sold only to the other shareholders or they may be purchased on behalf of any zamindar.

**Memorandum by Gottumukkula Satyanarayana Raju, etc., ryots of Gollalagunta village, Jaggampeta A. estate, "Katravalapalli Estate File," Peddapuram taluk, East Godavari district.**

I. (a) The tenant is the proprietor of the soil.

(b) (Not answered.)

II. (a) The original land-rent on the basis of which the zamindar's peshkash was determined, is the fair rent.

(b) The original rents referred to in (a) above were unjustly enhanced to unbearable levels both before and after the advent of the Madras Estates Land Act and have made paupers of tenants, most of the latter's lands having been taken possession of by creditors and zamindars.

(c) There should be statutory provision for remission of rent. Remission should be granted when there is loss of crops owing to excessive rains or drought.

(d) Rate of rent should be fixed once for all.

(e) Yes.

III. (a) Yes.

(b) Rent should be collected as land revenue is collected in Government ryotwari villages.

(c) Village panchayats should be formed with the power to collect rents and register free of charge subdivisions and sale of zamin lands.

IV. (a) Tenants' rights to water-supply in the case of wet lands are inherent as being appurtenant to the land. It is not a matter of agreement between the ryot and the landholder.

(b) The landholder is at present enjoying superior rights in water-sources and in regard to tank such as auctioning of grass in the tank-bed, fishing rights and usufruct of trees on the tank-bund. These should belong to the village community for its convenience.

V. (a) Yes.

(b) Ryots cannot bear the cost of survey on account of their poverty.

VI. Zamindars are collecting water-rates for wet cultivation made with rain-water and forest fees in respect of fuel taken from forests for domestic purposes.

VII. Zamindars took possession of forests and hills and are collecting royalty, etc., from the tenants, in respect of fuel and timber taken for their agricultural and domestic purposes. This is illegal.

VIII. Repairs to water-sources should be carried out immediately when the ryots ask for it. When the zamindars neglect doing repairs, the Provincial Government should carry out such repairs and recover the cost from the zamindars.

IX. Yearly jamabandi is necessary.

X. The under-tenants should enjoy the same status as the pattadars so far as payment of rent is concerned.



XI. (a) & (b) There should be only one final appellate court for each district to decide cases between the zamindar and the tenant. Such courts should be stationary in a particular place instead of being itinerant.

XII. (a) When the ryot occupies a ryoti-land unauthorizedly, rent as per rates fixed for lands adjacent to it should be levied on it and a patta for it should be granted to the ryot by the zamindar. If encroachments are made on communal land, the zamindar should have the right of evicting the person concerned.

(b) Jodi, etc., are not being collected in this estate. Where 'Jodi' is to be collected, it seems very desirable that it should be collected by one authority alone.

**Memorandum by Bhairavavajjhula Veerabhadra Rao and others of Paidikonda village, Pittapur zamin, Tuni taluk, East Godavari district (Petition No. 466).**

I. (a) The tenant is the proprietor of the soil.

(b) The tenant has now rights in the surface only of the land while the zamindar has underground rights, such as those in mines, treasures, etc. The tenant alone should have these underground rights also in the land.

II. (a) That which the ryot can pay without difficulty from the yield after meeting all expenses incidental to cultivation, is a fair and equitable rent.

(b) Irrigation facilities in the case of wet land and the condition of the soil in the case of dry land should be taken into consideration in fixing a fair rent. Cost of grain, economic condition of the ryot and kinds of crops grown should also be considered. The existing rents are unbearably high and were fixed high-handedly by zamindars under threats of eviction. In 1931, in the face of economic depression, rents in zamin areas which were already unbearable were enhanced by Re. 0-1-6 in the rupee.

(c) There should be statutory provision for remission. Remission should be granted on the fair principles which are to be applied by the panchayats constituted by Government in villages.

(d) The rate of rent should be now settled once for all.

(e) Yes, such reserve powers for the Provincial Government are very essential.

III. (a) Yes.

(b) It should be collected on immovable property through civil courts.

(c) Itinerant courts should be established in order to facilitate collection of rent without making the ryot incur heavy expenses.

IV. (a) The rights to water-supply are inherent as appurtenant to the land.

(b) Landholders are exercising superior rights over the water-sources in their estates, though the latter are entirely dependent on rain water and though the landholders do not guarantee water-supply and do not execute repairs to them properly.

V. (a) Our estate has been surveyed. Joint pattas have not been divided. They should be divided and a record of rights should be prepared and maintained.

(b) The zamindar to bear the whole cost.

VI. The landholder cannot demand such levies.

VII. (a) Ryots have no such rights now and zamindars are claiming them to be theirs.

(b) We think that the tenant has an inherent right in this respect as it is implicit in agriculture itself.

(c) Ryots should be given the right to use public paths, communal lands, forests, etc., for their conveniences and for grazing their cattle.

VIII. (a) The Government should assume control over them and distribute water among the ryots impartially.

(b) Yes. The Provincial Government alone should have these rights.

(c) To be applied *suo motu*.

IX. Yearly jamabandi is necessary.

X. Zamindars should not interfere with pattadars or undertenants as long as the pattadars and undertenants get on amicably.

XI. (a) A Special Tribunal should be constituted for the purpose.

(b) Itinerant courts should be established.

XII. (a) The zamindar should have the power to evict the ryot concerned or to claim from him compensation with regard to encroachments other than those that were made before the Act came into force.

(b) No such inams exist in our zamindari.

The petitioners pray that the *kistbandi* system (the system of paying rent in instalments) that is in vogue in Government villages should also be introduced in zamin villages. They request that irrigation facilities be created by digging channels from Godavari canals. They state that rent on wet and dry lands in their villages should be reduced and that puntas and roads are in very bad condition and pray that these means of communications be improved and the tank from which their crops are irrigated be repaired.

**Memorandum by the East Godavari District Ryots' Association, dated Rajahmundry, the 29th November 1937.**

*Replies to the questionnaire.*

I. (a) The ryot.

(b) Zamindar is only the agent of the Government created for the sole purpose of collecting the revenue but the ryot has got the sole right of the land as long as he pays the rent.

II. (a) The fair and equitable rent is one which will be fixed on the net income of the cultivator.

(b) Rents on lands in zamindari villages are to be fixed considering class, taram, soil and other principles that are considered in ryotwari villages. The rates are to be altered and fixed along with the ryotwari lands from time to time.

(c) Yes. Remission must be granted, when the gross income is less than the sum of expenses for cultivation and the water tax on it.

(d) It is advisable to enunciate principles to determine what is a fair and equitable rent leaving it to the officer or court concerned to arrive at the figure in consultation with the ryot representatives.

(e) The Provincial Government must have reserve powers to revise, alter or reduce only by legislation.

III. (a) The powers of collection of rent now given to landholders under Madras Estates Land Act require revision.

(b) The village panchayat (elected on adult franchise) must collect the rent. And after deducting the (1) expenses for collection, (2) cost of maintaining irrigation sources and works, (3) peshkash and (4) local-cess and etc., the remaining sum must be given to the zamindar. If the total rent collected is less than the sum of (1), (2), (3) and (4) remission of peshkash should be granted.

(c) The procedure will be simple and less costly only when it was handed over to the village panchayats.

IV. (a) The rights of the ryot to water-supply inherent as being appurtenant to the land.

(b) The landholder has no right at all in the water source. He was only a mere trustee, entrusted with the duty of equitable supply of water to the lands under the source, but now the Government must take the charge of all water works.

V. (a) All the estates should be compulsorily surveyed and records of rights maintained.

(b) The cost should be borne by the Government and its agent in proportion of the peshkash and the net income to the zamindar on the estate.

VI. The zamindar should be prohibited by statute, from demanding any levies, customary or otherwise from ryots.

VII. (a) Cultivators should be allowed to utilize free of cost the local natural facilities such as grazing of cattle, collection of green manure, wood, for agricultural purposes.

(b) The cultivators have got inherent right to use them free of cost for their domestic and agricultural purposes.

Agricultural labourers have got the right to bring head loads (firewood) free of cost even for selling.

(c) Public paths, communal lands and hill and forest porambokes were intended for the use of all villages. Neither the ryot nor the zamindar has no right to encroach upon such lands. All the villagers have got collective right to use.

VIII. (a) The capacity and the extent of the irrigation sources, condition of the supply-channels, the extent of the ayacut and etc., the principles followed by the Government in ryotwari should be the guiding principles for the purpose of maintaining irrigation source and works.

(b) The Provincial Government should immediately take control of all irrigation sources and works in all the zamindaris and proceed as in ryotwari villages.

(c) Such powers should be vested in the Government to be applied *suo motu* and on application by parties.

IX. Yearly zamabandi is necessary.

X. The cultivator of the land must have the sole right of the land as long as he pays the rent. He must be given patta. The legal status of the undertenant in zamindari village must be the same as in the ryotwari village.

XI. (a) The Board of Revenue should not be the final appellate or revisional authority in proceedings between the zamindar and the ryot. A special tribunal consulting the ryots' representatives must decide the issue finally.

(b) The village panchayats should be empowered to try all suits existing between the zamindar and the ryots.

XII. (a) Zamindars should not possess any cheri lands, they must be given to ryots on permanent pattas.

(b) Yes. Those amounts may be recovered from the ryots, and the lands concerned will be subjected to liability till the amount is discharged.

*Other things.*

1. The kists in zamindari villages must be charged as in ryotwari villages.
2. The cultivators must have full right on trees in his land even though they exist before 1908.
3. Ali Asara and Cheri lands must be given to the ryots without *Nazarana*.
4. All inam villages, mokhasa villages, mutas both in agency and plains including Nugur taluk, which was transferred to East Godavari in 1909 from Central Province must be brought to the same level as ryotwari villages, and the system of joint pattas may be thoroughly dispensed with.
5. Zamindars must give some portion of their income to the village panchayats.
6. Government must recognize ryot associations as agents to ryots.

[Illegible],  
President.

**Memorandum by the members of the Pithapuram Taluk Zamindari Ryots' Association, dated 25th October 1937.**

I. (a) The proprietor of the soil undoubtedly is the tenant but not zamindar. From immemorial times, the king merely claimed some assessment on the land but not the land itself. Even the British Government merely claims only an assessment on the land in ryotwari tracts but does not claim the land itself, except the assessed wastes and crown bought-in-lands, etc. The proprietor cannot stand in a better footing than the British Government.

(b) The landlord does not feel that he has any liability with regard to the lands in his villages except the right of collecting the rent. There are very few proprietors, in fact almost none, among the proprietors who care to visit all the villages in the zamindari area and most of them do not visit some of the villages even once in their lifetime. They do not attend to the improvement of the economic or social or political or educational conditions of their villages. Whereas the permanent occupancy tenant lives in his field from morn till night throughout the year in his fields. He manures it in time, attends to the levelling of the fields and looks to proper water-supply, repairs the irrigation channels also at great expense, though he pays higher rates to wet crops raised in zamindari lands. The zamindar does not raise even his little finger for the improvement of his villages. The tenant has the right to improve the land, raise its level, properly manure it, raise improved crops of garden, turmeric or wet crop, dig wells in it and instal pumps and raise sugar. In fact he can change it into a garden of Eden.

II. (a) The ryots in ryotwari areas are complaining that the assessment in ryotwari areas itself is much higher than they can bear. In return to the payment of the assessment, they are getting a lot of amenities, village schools, protection of property and life,

irrigation facilities, tanks, wells, in fact all the blessings conferred by the present day Government. But in the zamin areas, the rents are much higher than in the ryotwari tracts. The whole amount goes into the private pockets of the zamindar who plays ducks and drakes with the money burning the candle at both ends on all sorts of luxuries and vices. There is no corresponding benefit for the ryots. The proprietors will prefer to enjoy the civilized life of the metropolis or even the luxuries in foreign countries, but never care to look to the comforts and wants of their ryots who always live from hand to mouth on the verge of starvation. Hence there is absolutely no justification for considering the higher rents in zamin areas as fair or equitable. The rates of rent on the adjacent Government areas may be considered as reasonable and equitable and may be adopted. To show the inequities in Government and zamin areas, the following statistics are submitted :—

Class of land.	Rate per acre in proprietary villages.				Corresponding rates of assessment in Government villages.			
	RS.	A.	P.		RS.	A.	P.	
Last class of dry lands.. .. .	1	4	0	to 2 8 0	0	5	0	to 0 12 0
Next class of dry lands .. .. .	2	8	0	to 5 0 0	1	2	0	to 2 6 0
Wet lands .. .. .	16	0	0	.. .. .	5	10	0	to 8 4 0
Dry lands yielding vegetable crop .. .. .	13	0	0	to 15 6 0	.. .. .	.. .. .	.. .. .	.. .. .
Pati paradus and Zarib lands .. .. .	10	0	0	to 20 0 0	4	0	0	.. .. .

Five to ten per cent of the value of the produce may be considered as fair and equitable rent. At least 20 per cent more will be required for making annual improvements, for manuring the field and for incurring the cost of transplantation and sowing and tending the crop for cutting and harvesting them. Thus the total expenses of realizing the crop and the rent due to the zamindar or estate should not in all exceed 20 to 30 per cent of the value of the crops raised over the land.

(b) The only consideration is that the ryot will have to pay some assessment for being permitted to cultivate the land and enjoy its produce on the same principle as the Government charges assessment on ryotwari patta lands. Only there is this disadvantage. While the Government spends its revenue on the people, for their own benefit, the amount paid to the landlords goes into the private pockets of the landlords who do not spend any appreciable amount for the benefit of the ryots. Of course, they pay a certain amount as peshkash to the paramount Government but that is only a small portion of what they collect. If the zamindar contributes in any way towards making the land more valuable and profitable (e.g., if he constructs an irrigation channel or construct a tank, then such facts also may be taken into consideration). But in the absence of any such contribution, the facts that the Government effected these improvements should not enure the benefit of the landlord to enhance his rates of rent.

(c) I strongly advocate that there should be statutory provision for remission of rent on the same principles as in Government areas. It must be said that the remission principles are very drastic and hard even in Government areas against the ryots—please see Board's Standing Order No. 13 and they will have to be liberalized to a certain extent, e.g., according to strict letter remission will have to be granted only when the crop is one anna and less. Of course some liberal officers give remission even for 2 annas crop but it is not a matter of right but is of grace only. It is submitted that if the crop is less than 4 annas there will be nothing for the ryot after deducting the taxes and the agricultural expenses. Hence remission will have to be granted in all cases where the crop is less than 4 annas. In zamindari tracts also remission principles may be made statutory. But it is very difficult to enforce them. Some petty zamindars have no regular Revenue Inspectors to inspect the crops. As the Revenue Inspectors depend on the zamindars for their salaries, they cannot write favourable remarks to the ryots for it means loss of appointments to them.

(d) The determination of rent for all eternity on the soil is harmful from the stand point of the Government, zamindar and the tenant. Because with the lapse of time, several new facts may contribute to enhance the value of the lands, to increase its produce and to enhance the prices of the crops. So also several circumstances may contribute to the lowering of the value of the land, (a) cyclone, (b) sudden calamity, (c) depopulation and (d) deterioration of the soils. Such facts will have to be taken into consideration. Hence periodical settlement of rents once in thirty years is the best plan only the settlement must be reasonable, but not arbitrary, based on the consent of the people. Again mere enunciation of principles without fixing the rent, leaving the matter to be brought out in civil courts or revenue courts is to place a premium upon litigation and hence is not likely to be successful owing to the ignorance of the people and the unpopularity of the courts and the delay in the matter of adjudication of the rights of the parties. Hence ryotwari settlement is the best policy to be adopted.

(e) It is unnecessary that either the Provincial Government should have any reserve powers or that the civil court should have any such powers. The ryotwari settlement will also be introduced into the zamin areas and as there is no provision investing the civil courts with jurisdiction in these matters, it will not be necessary either in zamin areas to give any such powers. In fact such powers will be uncalled for, if the settlement rates are approved by the legislatures.

III. (a) The provisions in it require drastic revision. I would place the whole matter in the hands of the Revenue Department making it compulsory for the proprietors to pay a certain per cent to the Government for undertaking the collection work after working out the rate in the Government villages. This change is absolutely necessary for more reasons than one. The ryot will pay the amount claimed with great confidence with no suspicion. It will not give any handle to petty zamin officials to extract mamule and illegal gratifications. The zamindars themselves can rest themselves with no anxiety as the Government undertake to collect the amount. It will be more or less on the same basis as if the estates have been under Court of Wards jurisdiction. The illegal cesses, zazaranas, mamuls, etc., will go. The provisions of Land Revenue Recovery Act may be introduced for the collection of the estate rents also as far as possible. If that is not followed, then the present provisions of Estates Land Act may be applied. As fresh defects come to light, they may be remedied then and there but for the present, they may be followed.

(b) In answering question III (a), I submitted that all provisions of Land Recovery Act may be applied to this and that the Government may take up the question of collection of rent, just in the same way as land revenue.

(c) Now taking coercive steps, through courts depends upon the sweet will and pleasure of the zamindar's agents and subordinates. If they are annoyed against a ryot, be the amount of arrears however small and negligible, they resort to the court and bring the tenant's holding for sale. They get it knocked down without proper publicity and for nominal value and in most cases without the knowledge of the owner of the land. The costs of execution and sale are unnecessarily swelled and magnified. All these things should be brought to a stop. The right of bringing a land for sale every year for each arrears of rent is a source of needless harassment to the ryot. In almost all cases, the value of the land will be at least twenty times the value of the rent and hence it is quite sufficient if the landlord is given the right of bringing the land for sale only if the arrears are left unpaid continuously for three years. The right of filing a suit on payment of stamp duty is unnecessary and uncalled for. The zamindar will cheerfully pay the stamp for, it can be recovered back from the ryot. The ryot does not pay the rent, not because he wished to defy the landlord but because of his financial poverty and economic starvation. When he is unable to pay the rent, it is nothing short of inhuman brutality to saddle him with the heavy costs of suit including stamp duty, pleader's fees, witness batta and processes. In case he contests the suit, the tenant himself incurs heavy cost to prove his plea. If he fails in it, he is doubly ruined because he spent a lot to prove his plea and he will have to pay the higher rate and amount of rent. Whatever it is, if it is intended to alleviate the misery of tenant, the burden of law costs, whether he fails or succeeds should not saddle him. Another reform is that up to a certain amount, i.e., if the rent is Rs. 50 or below, ~~no process fees, proclamation and sale charges and no stamp duty~~ need be imposed. The Revenue Divisional Officers can get the summons served through taluk and village establishment and this work may be got done through them. Moreover when the village panchayats have been established, all such claims of Rs. 50 or even Rs. 100 whether it is land revenue, estate rent arrears or private debts, there should be scope for the adjudication and settlement of such disputes or claims before those panchayats. In this matter, I will suggest the following reforms:—

- (i) That village panchayats should settle these arrears of rent questions when the amounts involve Rs. 50 or less.
- (ii) That when the amount is less than Rs. 50 ~~no stamp duty, process fees, proclamation charges, sale batta, etc., need be collected.~~
- (iii) That no interest on such amounts need be charged.
- (iv) That courts should be resorted to only when the arrears for three years are outstanding but not for only a single year.
- (v) That there should be reduction of stamp duty and court-fees throughout.
- (vi) That the tenant should not be saddled with costs where the court considers that there is a bona fide dispute between the landlord and the tenant, though the tenant may fail eventually.

IV. (a) If impartially considered, it must be said that both the landlord and the tenant have both a share in the water facilities for the land. The landlord would not have dug the tanks in his villages or laid out the irrigation channels. The ryots must have contributed labour for the work either in digging the tank or in the construction of

the channels. Hence both have equal right to the irrigation facilities. But in certain villages, the Government, a third party erected irrigation facilities but the zamindar has not contributed even a single pie. In such villages, there is not the least justification for the zamindar to collect any enhanced wet rate. In such cases, the enhanced rate will have to be lowered to the dry rate. Again though the tanks might have been originally dug by the proprietors, since then they have not contributed anything for their improvement and maintenance and yet the proprietors collect enhanced water-rates which are much higher than the rates under first-class delta water sources. In such cases also the rates will have to be reduced. Though in certain cases, the enhanced rates may be due to contractual relations, even then the contract may be hard and onerous having been brought into existence under undue influence, threat to litigation, fear and ignorance if the ryots. It is up to the present Government to examine such cases and see that the contractual rates are reduced to reasonable rates.

(b) There is no question of superior or inferior rights of landlords and ryots to the natural water resources. A natural stream is as much the property of the zamindar as of the ryot. But perhaps in this respect, the Government view appears to be different inasmuch as Government treats all natural streams as property of Government and not of the people. But the same analogy need not be applied on all force in proprietary areas. Hence it may be taken that both of them have equal rights over such streams. If any of them are harassed and brought under control and diverted for irrigation purposes, that person who undertaking the expenditure and labour should be given some remuneration for his labour and money. In such cases, the rates fixed should be reasonable and not arbitrary and where such rates are found to be arbitrary, it is up to the Government to reduce them to reasonable rates.

V. (a) This is absolutely necessary in the interests of the landlord and the ryot as well and the expenditure also should be met equally. This is being done whenever the zamindars' estates come under Court of Wards management. This survey and record of rights engenders a spirit of confidence and certainty and removes suspicion and enmity and bad blood between the zamindars and the tenants.

(b) As stated above the cost should be borne equally by the proprietor and the ryots at a certain amount for each acre of cultivable land. I think this is the rate and system adopted by the survey party and it may be adopted. Of course, it may be done on the most economic principle hereafter.

VI. Rent as defined in the Madras Estates Land Act, section 3 (ii) (a) includes any sum lawfully payable to a landholder by a ryot according to law usage having the force of law. But this definition is a source of litigation and annoyance to the ryot while it is a powerful handle in hands of unscrupulous landlords to impose all sorts of illegal exaction, e.g., kavalgars' fees, niringanties charges, village officers' charges, etc. Formerly there used to be demands on ryots for the birth, marriages and ceremonies in the houses of the landlords or his relation but those days have passed away. But still all other exactions except the land rent should be put a stop to and hence no other levies custom or lawful or otherwise should be permitted to be imposed.

VII. (a) Now in almost all zamindari villages in Tiruvur, Nuzvid and Nandigama taluks the ryots are deprived of all these rights except on payment of fees. Especially in Nuzvid taluk villages, the proprietors charge very high rates of rent ranging from Rs. 5 to Rs. 20 per acre subject to the conditions of supplying green manure for such lands. Though the proprietors have forests, they do not supply the firewood, manure or building materials without payment of fees. Where a tenant is in the bad looks of the proprietor, woe is to that tenant for he cannot get firewood or even palmyra leaves from the forest and the cattle cannot graze in it even on payment of licence-fees for it is left to the sweet will and pleasure of the proprietors.

(b) For the protection and improvement of the forest, it is necessary that the proprietors will have to incur some expenditure annually and monthly. The forest will have to be improved, new trees useful for the community will have to be planted, mustered and protected. Hence it is necessary that some licence-fees should be collected from the villagers. I would suggest that the forest rates adopted in the forest panchayats should be followed:—

Fuel, green manure.				Licence fees.		For cart-load.
				Rs. A. P.		
Grasing fees for cow-unit	..	..	..	0	8	0 for head
Do. for sheep	..	..	..	0	4	0 Do.
Do. for bulls	..	..	..	1	0	0 Do.
Stone	..	..	..	0	1	0 for cart-load
Building materials	..	..	..	..	..	As in reserved forests

though for bona fide domestic use free supply of the articles cannot be recommended. Separate and higher rates may be adopted for those persons who are not residents in the villages where the forest is situated.

(c) Public paths, communal lands, are lands belonging to the public and the community and every member of the public and community is entitled to use them subject of course to the condition that their use will not defeat the general public and communal purposes of those porambokes. But the hills and forests cannot be treated as the general property of the public. Even if they are, they are to be protected, in order that they may not be damaged and deteriorated. The landlord is expected to protect the interests of the public and the village in protecting and safeguarding these valuable porambokes in order that they may not be damaged. Licence-fees will have to be collected at least for the purpose of defraying the costs of protection and improvement of the hills and forests.

VIII. (a) The only irrigation sources under the zamindars are some petty tanks which stand on the same footing as the minor irrigation tanks. But they are woefully neglected in all the estates except in some very rare zamin lands. In some cases, the zamindars are not even in a financial position to repair them. For some tanks, the supply sources will have to be diverted and improved. As the ryots pay the water-rate, it is the bounden duty of the zamindars to supply the water to the ryots and hence they will have to keep it in good condition. Where the zamindars are not in a position to repair such tanks, the Government as the paramount power and in the interests of the ryots should take up the tanks, after paying compensation if any and improve the tanks and collect water-rate themselves. If not, in the Madras Estates Land Act, there are provisions to compel the landholder through court to improve the water-supply and those provisions will have to be resorted to. But the difficulty is, there are no combined efforts on the part of the ryots in this direction with the result that practically in no village, are any attempts made in this direction. The zamindar may be allowed to charge water-rate 3 or 4 per cent on the outlay invested for the repairs of the tank. These tanks have been constructed several hundreds of years ago and must have been dug by the joint efforts of the Rajas and the tenants at that time. Hence both of them have rights over these tanks. But now the zamindars cannot be permitted to charge very enormous and exorbitant rates of water considering that they are sole proprietors to the tank and its waters.

(c) I beg to submit that it is highly desirable that, where the zamindar fails to execute those necessary repairs within a stipulated time, the Government should have the right of getting the repairs done at their cost and recover it from the zamindars. Or better still the tank itself may be acquired and repaired and the necessary water-rate collected by the State itself. The zamindars, by their inclinations and habits cannot be persuaded to spend certain amounts periodically for the repairs of the tanks. Hence it is highly desirable that these works should be taken up by the Government. Where it is not remunerative to restore or repair some of the tanks, the zamindars may be compelled to give up charging water-rate and the tank may be abandoned and sold to the ryots and ryotwari pattas may be granted.

IX. If the work of collection of the rent and all the powers now exercised by the zamindar are transferred to the Revenue Department then, it will be necessary to introduce annual jamabandi. Even if otherwise, in the interests of the zamindar and the tenants, it is necessary that jamabandi should be introduced. The chief object of the jamabandi is that the rulers and the ruled, the zamindar and the tenants will have an opportunity of meeting each other and the tenants will have an opportunity of making representations to their landlord. The landlord should have sympathy to alleviate the miseries and difficulties of the tenants. Otherwise the object of the jamabandi will be frustrated.

X. The general law and the Madras Estates Land Act does not provide for any right to the under-tenants. The under-tenants are not permanent lessees or tenants and it is doubtful whether any special right can be conferred upon them. There will always be under-tenants who will be 50 per cent of the permanent ryots because a ryot is likely to own land in several villages. In some cases, there will be change of tenants annually, in some for three years and in others for five years and in a very few cases for ten years. There may be some facilities provided for under-tenants who enjoy the lands from 5 to 10 years, but for others there does not seem to be any necessity for such recognition of any right.

(1) The under-tenants should have the following rights and liabilities:—

- (a) He will have the right of raising any crop he pleases provided he himself pays any water-rate, if he utilizes the State water for his crops.
- (b) Neither the landlord nor the pattadar should be permitted to claim special rates but should be permitted to collect the stipulated amount only.
- (c) The under-tenant should have the benefit of all the improvements of the lands by special manure, etc.

(2) The zamindar and the tenant should have the following rights and liabilities :—

They should have the right of collecting rent. If any crops are lost by act of God, like fire or flood or accident, they should remit the rent. The tenant should never be compelled to pay interest on the rent at more than 4 to 6 per cent and no suit should be permitted to be instituted against him, where he possesses other property unless he defaults payment of rent for three years continuously. The following properties should be immune from attachment : his dwelling house, wearing apparel, brass utensils, food grains, one set of ploughing cattle or ploughing instruments. The under-tenant should not be mulcted with costs of the suit unless it is proved beyond doubt that he wilfully evaded the payment.

XI. (a) It is not known whether it is proposed to have separation of judicial and executive function. If such a separation is introduced the whole litigation under Estates Land Act may go into courts. But if there is no such separation, then the Magistrates may be invested with powers to decide these questions of petty disputes between the landlord and the tenant and the first appeal may go to the Revenue Divisional Officers and the revision powers may be conferred on the District Collector helped by a personal assistant. These disputes will be of a simple nature and the Collectors may as well decide these questions finally. If such reform cannot be introduced, the Board of Revenue may continue to be final revisional and appellate authority in the proceedings between the landlord and the tenant.

Then as regards the formation of special tribunals, they may be constituted as liberally as possible. Nowadays we have several District Munsifs, Sub-Judges and District Judges settling in the mufassal. Special tribunals may be constituted with their help and they may be invested with jurisdiction to dispose of all disputes under the Estates Land Act.

(b) The cursed blame of these law courts is their awful delay in the disposal of suits and the false evidence produced in these cases on both sides. These special courts may be empowered to hold their courts in the rural areas so that they come into personal contact with the villages and decide the disputed matters. The revenue courts also may continue to exercise the jurisdiction in these matters. After all, the disputes will not be complicated involving questions of law and fact that will be simple enough to be handled by Magistrates.

XII. (a) If the Revenue department is put into the management of these estate villages, then they can effectively put a stop to such encroachments. Even otherwise, the landlord just stands in the position of the Government with regard to his estate villages and he can apply the provisions of the Land Encroachment Act, if the Act is extended to those areas as well. Moreover the Government has the right of protecting the interest of the community with regard to communal lands. The same provisions also may be applied to waste, unoccupied and mamul banjer lands. This will also prevent the parties from resorting to unnecessary litigation.

(b) It is unnecessary to alter the rules or change them with regard to payment of kattubadi from lands and to landholders as it is subject to those other conditions that the gifts of lands have been made. As the gift is much more valuable than the onerous conditions imposed on those gifts, the inamdars have no reason to complain that these gifts were made subject to these conditions.

M. PARTHASARATHI.

**Memorandum by the ryots of Kuyyeru village (Pithapuram Estate), Cocanada taluk, dated 26th November 1937.**

I. (a) Ryot is the real proprietor of the land.

(b) Zamindar is the agent to the Government in collecting tax on land produce. Except this he has no other right on land. The ryot has got the complete ownership of land. Even before the Estates Land Act the 'kudivaram' right is possessed by the tenant.

II. (a) The rate due to the zamindar may be fixed at not more than one-eighth of the total production. The expenditure involved in collection work, repairs of tanks and bunds, etc., should be borne by the zamindar.

- (b) (1) Nature of the soil and its productivity; neighbouring ryotwari land rates.  
 (2) Contribution made by zamindar for irrigation or improvement of land.  
 (3) Tenant's cultivation and other expenses.  
 (4) Existing facilities for water.  
 (5) Present prices of the produce usually grown on the land.



(6) Sufficient margin should be left to the tenant for purchase of implements and seeds for coming year.

(7) A little margin against famine and to encourage him to practise a subsidiary industry like spinning and weaving during idle time for unemployment.

(c) In case of *atiristi*, *anavristi*, pests, etc., and failure of water-supply on the part of the zamindar, remission should be given. Whole rent should be remitted in case of total or three-fourths failure of crop for no fault of the tenant. Half remission to be allowed if crop is 50 per cent.

(d) Rent settlement need not necessarily be permanent; but the principles for fixing should be clear and simple enough to appraise the tenant what he is to pay. The power of adjusting the amounts according to special circumstances should be in the hands of independent officers or courts.

(e) Government should have revisional powers, to be exercised on well-defined principles and subject to appeal to civil court or an independent tribunal.

III. (a) Powers for rent collection should be revised.

(b) Power to distrain produce or movables should be cancelled; in sale of holding safeguards should be introduced, notices should always be given by personal service or registered post to all the pattadars, other joint owners, mortgagees, lessees, etc., of whom the zamindar has postal or other notices. Collection of rent according to ryotwari villages should also be considered.

(c) (1) Due notice should be given in the village as to who is the authority to receive rents as zamindar's agent.

(2) Postal money order payments should be encouraged, also payments through Government offices (treasury).

(3) Rent should be collected in three kists, the first fasli commencing from the middle of January.

(4) Where a person in possession of a separate field in a patta has paid his fair quota, zamindar should be directed to proceed in the first instance against the other items of the patta for collection of the balance.

(5) Payments should be credited only towards dues of current or last faslis, except with the written consent of the tenant.

(6) Tenant should be supplied with amount of payments by various pattadars of a holding, whenever the tenant demands and pays reasonable charges (postal, etc.).

(7) Jurisdiction for rent and other suits should be only to civil courts.

(8) The suits should be treated as small causes, with the lesser court-fee for plaints.

(9) Suits below Rs. 50 should be allowed to be filed in village courts.

(10) Where zamindar purchases in the rent-sale, tenant should be given option to buy back the land on payment of the arrears and the minimum damages incurred, within one year of the sale.

IV. (a) Right of tenant to take necessary water is appurtenant to the land if it is adjacent or almost so; as regards lands at some distance for which special channels are necessary, it may become a matter of contract; but equitable conditions should be imposed, so that the rate is not high, and it should not be the mere will of the zamindar as to supply or refuse water. Whether a certain land comes within the ayacut or not should be determined by Government or civil Court.

(b) Zamindar has no superior rights; he is now treating them as though it is his own absolute property, which is unwarranted; for convenience, the duty of conserving and repairing the water-resources may be continued in the landholder; he may be allowed to collect only such rates for supply of water for lands other than *mamool* wet as may be quite necessary to cover his expenditure for repair and upkeep of the water-system. But he should not be allowed to make profits out of them, nor should the right to water or to priority be left to the mere will of the estate officials; there should be clear rules defining all rights in the matter.

V. (a) All unsurveyed estates should be surveyed and record of rights prepared. The extents now shown in the pattas and registers of the estate and in local cess accounts do not even approximately tally with the actual state on the land. The description given for the holdings is totally insufficient for fixing or identifying the land. Frequent disputes arise also as to water and other rights. People are now generally at the mercy of the estate officials whose oral statements are now supposed to be the best evidence available in such disputes. So surveys should be effected compulsorily.

Provision should be made in the act to divide joint pattas and register their transfer.

(b) As the ryot is indebted and unable to bear the burden, the zamindar and the Government should bear the cost of the survey.

VI. Customary or other additional levies should not be allowed. When the zamindar's income was lower even than their peishcush to Government, and collection was more difficult, the ryots were not subjected to so many taxes as now for new amenities and comforts of modern life. Now, these peoples' wants are met otherwise, often accompanied with fresh taxation on the public. Whatever dues are claimed should be the sum included as rent in the patta.

VII. (a) and (b) Tenants used to graze and collect manure and fuel from common grazing fields and jungle plots in the estate previously. After the Madras Estates Land Act zamindars treated them all as waste lands, and as their own property; they began to lease them mostly for cultivation, etc., and reserve a few as forest for pastime, etc. Thus, the tenants have been unjustly deprived of their rights, and in several villages there are no such facilities now. Where they are still available, such grounds should be allowed to be grazed and manure collected by the tenants; preference should invariably be given to the poor who have no pastures of their own. The use of trees for agricultural implements should be allowed, but should be regulated and preference given to the really poor cultivators. Tenant's right in them is an inherent one, and they should be allowed the use free, a small licence fee being charged from those that could afford to pay, this money should be utilized for the upkeep and development of the pastures, etc.

(c) Tenants should have full rights with regard to utilization of communal lands and porambokes. The zamindar also can use them. The village panchayats should manage these so as to avoid disputes. A landholder's representative may be co-opted when questions concerning them are disposed off.

If the reserve affects more than one village, such big tracts should be under the control of the District Boards or Government, but not of the zamindar, who may only be given special facilities, on payment of proper licence fees, to be utilised so as not to affect the tenants' rights.

VIII. (a) Irrigation works should be treated as communal; big works and sources as of the State; zamindar may only be allowed right of management. Now zamindars are treating them as their own which is unjust; if at all, the landholders are only trustees for the peasantry. They can only utilize the works along with the ryots for their own *Kamatam* lands, if any, in the ayacut.

(b) The ayacut extent and right of particular lands for water from these works should be determined by the State, and not left to the discretion of estate officials as now. As trustees, zamindars should be bound to keep the works and sources in proper repair; if the ayacut lands' crops suffer, owing to zamindar's failure to get them repaired, the tenant should be allowed to plead remission of rent in any rent suit or summary sale proceedings. It should not be sufficient that tanks are kept in the same state as before. Improvements should be effected, wherever feasible, even if the zamindar is unwilling, whenever ryots make a reasonable request.

(c) Government should effect improvements and repairs through Public Works Department staff also *suo motu*. Unfortunately, at present zamindars are not getting them done; and tenants being ignorant and illiterate are not alive to their rights and are often timid and afraid to move the Government lest they incur displeasure of estate officials or powerful people in the neighbourhood whose personal interests might be affected thereby where additional improvements are affected landholder may be allowed to collect such rate as would only be sufficient to cover his expenses and charges of maintaining the works.

IX. If yearly jamabandi should be held several questions will have to be settled then like encroachments, failure of crops, disrepair of tanks, unjust claims, disputes as to the extent, wrong claims for arrears, etc. The fact that jamabandi takes place itself would act as wholesome check to oppression or unjust claims, and infuse confidence and self-reliance in peasantry,—zamindars will become alive to their duties.

X. Under-tenants should be given protection against unjust rack-renting and eviction by pattadars. Eviction by pattadars should be allowed only if the existing sub-tenants fail to pay arrears within reasonable time or is unwilling to pay existing fair rent on the land or is guilty of waste committed on the land, or has become insolvent. Payment by under-tenant to zamindars of the cist due to him shall invariably be set off against rent due to the pattadars from under-tenant.

XI. (a) The Revenue Board should not be the final authority in proceedings between landholders and tenants or ryots. Only civil courts should have jurisdiction to determine all ordinary suits and execution and similar applications between landholder and tenant.

(b) If a special tribunal is considered necessary its personnel should have proper judicial experience.

XII. (a) A person in unauthorized occupation of land, not in another tenants possession should only be liable to pay fair rent, but not to eviction. Village tanks, porambokes, etc., pertaining to the village, should be under the control of the panchayats, but not under-tenants.

(b) Zamindar may be provided a statutory charge for jodi, kattubadi, etc., estate officials or powerful people in the neighbourhood whose personal interests might (payable on inam) on the land itself.

*General.*—Agraharams may be treated as estates only if the whole inam is substantially owned by the same person or institution. Where the village is subdivided the inamdars are the owners only of small bits of land that often paid hard consideration for both varams and are often dependent on them for livelihood; they should be treated as pattadars and not as landholders.

Small inamholders should be treated as pattadars owning kudivaram rights too.

Minerals are quarried from jirayati lands; in such cases the jirayatidars should have equal rights with zamindars.

Independent cheri ryots should have also jirayati rights.

Communal property encroached upon by the zamindar, should be handed over to the tenant.

#### THE RYOTS OF KUYERU VILLAGE.

**Memorandum by Ch. Satyanarayana Dac General Secretary, Ramachandrapuram taluk, Ryots' Association, East Godavari district, dated Korumilli, 30th November 1937.**

I. (a) The ryot who cultivates the land.

(b) Zamindar is only the agent of the Government created for the sole purpose of collecting the revenue but the ryot has got the sole right of the land as long as he pays the rent.

II. (a) The fair and equitable rent is one which will be fixed on the net income of the cultivator.

(b) The net income (i.e.), after taking away the agricultural expenditure and the maintenance of the cultivators' family from the gross income, of the cultivators is to be charged in gradation.

(c) Yes, rent should not be collected when the gross income is less than the sum of the agricultural expenses and the cost of maintenance of the cultivators' family.

(d) It is advisable to enunciate principles to determine what is a fair and equitable rent leaving it to the officer or court concerned to arrive at the figure in consultation with the ryot representatives.

(e) The Provincial Government must have reserve powers to revise, alter, or reduce only by legislation.

III. (a) The powers of collection of rents now given to landholders under Madras Estates Land Act require revision.

(b) The village panchayat (elected on adult franchise) must collect rents and after deducting the (1) expenses for collection, (2) cost of maintaining irrigation sources and works, (3) peishkush, (4) local cess and etc., the remaining must be given to the zamindars. If the total rent collected is less than the sum of 1, 2, 3, 4, remission of peishkush should be granted.

(c) The procedure will be simple and less costly when it was handed over to the village panchayats.

IV. (a) The rights of the ryot to water-supply inherent as being appurtenant to the land.

(b) The landholder has no right at all in the water source. He was only a mere trusty, entrusted with the duty of equitable supply of water to the lands under the source.

V. (a) All the estates should be compulsorily surveyed and records of rights maintained.

(b) The cost should be borne by the Government and its agent in proportion of the peishkush and the net income to the zamindar on the estate.

VI. The zamindar should be prohibited by statute, from demanding any levies, customary, or otherwise from ryots.

VII. (a) Cultivators should be allowed to utilize free of cost the local natural facilities such as grazing of cattle, collection of green manure, wood for agricultural purposes.

(b) The cultivator have got inherent right to use them free of cost for their domestic and agricultural purposes. Agricultural labourers have got the right to bring head-lots (fire wood) free of cost even for selling.

(c) Public paths, communal lands, hill, forest and porambokes were intended for the use of all villagers. Neither the ryot nor zamindar has right to encroach upon such lands. All the villagers have got collective right to use.

VIII. (a) The capacity and the extent of the irrigation sources, condition of the supply channels, the extent of the ayacut and etc., the principles followed by the Government in ryotwari should be the guiding principles for the purpose of maintaining the irrigation source and works.

(b) The Provincial Government should immediately take control of all irrigation sources and works in all the zamindaries and proceed as in ryotwari villages.

(c) Such powers should be vested in the Government to be applied *suo moto* and on application by parties.

IX. Yearly jamabandi is necessary.

X. The cultivator of the land must have the sole right of the land as long as he pays the rent. He must be given patta.

XI. (a) The board of revenue should not be the final appellate or revisional authority in proceedings between the zamindar and the ryot. The High Court of Judicature should be the such final tribunal.

(b) The village panchayat should be empowered to try all suits existing between the zamindars and ryots.

*Other things.*

I. The cists in zamindari villages must be changed as in ryotwari villages.

II. The cultivators must have full right on trees in his land even though they exist before 1908.

III. All asara and chavi lands must be given to the ryots without nazarana.

Ch. SATYANARAYANA DAS,

*General Secretary, Ramachandrapuram Taluk Ryots' Association.*

**Memorial by Mr. K. Venkanna and others styling themselves as " East Godavari Zamindari Village Ryots " of Nedunuru village, Amalapuram taluk, East Godavari district.**

The memorialists allege that excessive rents are being collected from them by " their zamindar " by all sorts of coercive processes, that he is troubling them about every tree in their lands on the plea that all those trees which existed prior to the Madras Estates Land Act belonged to the zamindar while those which grew subsequently should belong to the tenant and that the zamindar has been assigning " auction lankas " and newly formed natural lankas to his relatives and rich tenants already owning considerable landed property. By way of redress of these grievances, they urge that fair rents on lands should be fixed in conformity with the assessment rates on adjoining Government lands, the relief afforded to them in the form of remission, etc., being the same as that given by Government to their own ryots, that all the trees in the land should be declared to be the property of the tenant, " since they were planted and grown by the tenant and not by the zamindar " and that all " auction lankas " and newly formed natural lankas should be assigned to Adi-Andhras and labourers of all classes by the zamindar. In addition to the above remedial measures, they also request that lands purposely left as " waste " for grazing cattle should be rent-free so long as they remain as " waste lands " or only one-fourth of the rent on cultivated lands should be charged for them, that village-sites, tanks, streets, burial grounds and such other public places should be placed in the possession of Government (Revenue Department), the sale proceeds of trees and their products, fishing rents, etc., pertaining to such public places being utilized for the benefit of the people, and that the village officers attached to zamin villages should be brought under the control of Government, Revenue Department, the zamindar having nothing to do with them and the relevant Acts should be amended accordingly so that the said village officers may not be influenced by the zamindar and cited as witnesses in his behalf in suits filed by him against the tenants.

**Memorandum by Mr. Gangiseti Sri Ramulu, Secretary, Ryots' Association, Vallur, Kotham estate, Peddapur taluk, East Godavari district.**

I. (a) & (b) Substantially same as in petition No. 94 above.

II. (a) A fair rent may be fixed on the basis of one-eighth of the produce on land as is being done in the case of taram rate in Government villages. If expenses relating to collection and repairs to irrigation works are not to be borne by the zamindar, these may be deducted from the rent.

(b) In fixing a fair rent,

- (1) the type of the land and the rate on adjacent Government lands,
- (2) the zamindar's contribution to the improvements of water sources,

- (3) cultivation expenses of the ryot,
- (4) irrigation sources,
- (5) prices of agricultural products, marketing, transport, etc., facilities,
- (6) the net amount (ryot's income) after deducting cultivation and family expenses for the coming year, and
- (7) relief done in times of famine by means of "takavi," seeds, advances, etc., may be taken into account.

(c) Yes; when there are famines, seasonal adversities and disrepair of water-sources owing to the neglect of the zamindar.

(d) The rate of rent should not be fixed permanently. Statutory provision should be made for the determination of fair rent, the power to do it being vested in the Government or courts and such legislation being made known, to tenants.

(e) Yes.

III. (a) Yes.

(b) & (c) Attachments of movable property should be reduced. As regards auction of immovable property there should be statutory restrictions. Notices should be served on pattadars and mortgagees. Rent should be collected in the same manner as revenue is collected in Government villages.

- 1) The authority entrusted with collection of rent on behalf of the zamindar should be registered and made known in advance in the village.
- 2) There should be increased facilities for payment of rent through post or through Government.
- 3) Rent should be collected in three kists in each fasli from January onwards, one-half of it being collected in the first two kists and the other half in the last kist.
- 4) When one of the joint pattadars pays his legitimate share of the rent, the balance of the rent on the joint patta should be collected from the remaining joint pattadars, their properties being held liable for the same.
- 5) The money collected from the ryot should be credited towards the current rent and not towards arrears. It may be credited towards arrears when there is documentary sanction.
- 6) On a request from the ryot, the zamindar should specify the details of collection and the proportions in which it is made.
- 7) Rent suits and proceedings should be instituted in civil courts and the stamp duty should be reduced.
- 8) Rent suits, the amount of which is less than Rs. 50 may be referred to panchayat courts for disposal.
- 9) When the land is purchased by the zamindar in auction, provision should be made to enable the defaulting ryot to obtain the land again on payment of the arrear of rent and auction, etc., expenses.

IV. (a) Rights to water-supply are inherent, they being appurtenant to the land under ayacut; in the case of other lands, contracts may be made, reasonable water-rates being fixed.

V. (a) Yes.

(b) The whole cost should be borne by the landholder, the ryot being unable to pay it.

VI. None.

VII. (a) Prior to the Madras Estates Land Act, the tenant used to have facilities as regards utilization of pasture lands, leaves for manure and wood for agricultural implements. These facilities have been gradually withdrawn since the promulgation of the Madras Estates Land Act. There should be provision for these facilities to the ryot as regards utilization of pasture lands, leaves for manure and wood for agricultural implements.

(b) Hill and forest porambokes, village sites, etc., should be turned into communal lands for the village.

(c) (Answer not given.)

VIII. (a) Water sources should be under the management of estates and under the supervision of Government.

(b) The provincial Government should have such rights.

(c) These rights should be exercised departmentally by Government.

IX. Yes.

X. (Answer not given.)

XI. (a) The special courts and High Courts should be the final appellate and revisional authority.

(b) In civil courts.

XII. (a) As regards unauthorized occupation of lands by ryots, the zamindar may be enabled to obtain the legitimate rent on the land in question without demanding any nazarana, the ryot concerned not being made liable to eviction except in extraordinary cases.

(b) No revision is necessary.

*N.B.*—In addition to the above answers, the petition urges that the zamindar and the tenants should have equal rights to underground minerals, the portions of village-site occupied for dwelling purposes and now unjustly assessed and included in pattas should be excluded from the latter and provision should be made to reserve land not less than 2 acres in extent for each village to serve as a communal land for grazing of cattle and other purposes, and it should be exclusive of the existing village.

**Memorandum by Mr. Batchala Subbaraju, etc., ryots of Unduru, Cocanada taluk, East Godavari district.**

I. (a) Ryot.

(b) The ryot has all the rights. The zamindar is entitled only to rent.

II. (a) One-sixth of the net income from land after deducting all cultivation expenses would be a fair and equitable rent.

(b) In fixing the rent, the following factors may be considered :—

(1) The nature and fertility of the soil.

(2) Provision made by the zamindar for irrigation and land improvements.

(3) Cultivation and other expenses connected with it.

(4) The prices of grain, marketing facilities, transport facilities, etc.

(c) There must be statutory provision for remission. Full remission in the case of total or three-fourths failure of crops, on account of seasonal adversities and half remission in the case of half failure.

(e) The Government should have such powers and they should duly exercise them. An appeal should lie to civil or special courts.

III. (a) Revision is quite essential.

(b) Powers should vest in the civil courts.

(c) Suits connected with rent should be free from stamp duty. Distraint and sale of land should be conducted through civil courts in such a way that they involve no batta, poundage, etc. There should be no summary distraint of movables and crops. Notice of attachment and sale should be given to all the pattadars, mortgagees and ryots to the best of the zamindar's knowledge. The rent should be collected in four equal instalments from January. If one of the joint pattadars fails to pay rent, proceedings should be taken only against the land of the defaulter and the amount recovered. The amount paid by the ryot should be credited against the fasli for which it is required to be credited. Provision should be made for filing suits of sums not exceeding, Rs. 50, in village courts. Notice of attachment and sale should be served on all parties interested in the land. The ryot should have the right to have the land restored to him from the purchaser in sale, in case the ryot pays the full arrears of rent together with reasonable interest and expenses within one year.

IV. (a) Yes. The rights to water-supply are inherent as being appurtenant to the land. The right to water-supply should accrue to the ryots through the village panchayats.

(b) The landlord has no superior rights. As melvaramdar, the right to maintain the water sources may vest in the zamindar. The amount required for this purpose alone may be levied on wet and dry land. The right of distributing water should not vest in the zamindar. It should belong to the village panchayats.

V. (a) The estates should all be surveyed and a record of rights maintained compulsorily. The zamindars do not take interest in the matter of survey. Survey and settlement should be done compulsorily. Separate pattas should be granted when the ryot asks for them. Statutory provision should be made for the registration of patta-transfers.

(b) The cost should be borne by the zamindar himself.

- VI. No right whatever to demand anything in excess of the rent.
- VII. (a) & (b) The ryots have a right to the use of local natural facilities but the zamindars have been preventing the ryots from exercising that right. Statutory provision should be made enabling the ryot to exercise that right. The zamindars who act in violation of this right of the ryot should be liable to punishment.  
(c) The ryot should have the full right to make use of public paths, communal lands, etc. The zamindar, too, may make use of them. They should be placed under the control of panchayats. The zamindar also should pay the necessary fees.
- VIII. (a) Irrigation panchayats elected by the ryots should be constituted.  
(b) Full rights in this respect should be vested in the Provincial Government.  
(c) To be applied *suo moto*.
- IX. There must be yearly jamabandi as a matter of absolute necessity.
- X. The present rights of the under-tenant should be made permanent, the pattadar not being permitted to evict his under-tenant. The pattadar should have the right to evict the under-tenant in the event of the latter's failure to pay his dues in time.
- XI. (a) The High Court and not the Revenue Board should be the final appellate and revisional authority, so long as the Provincial Government is not fully responsible to the people.  
(c) Civil courts. There should be no fees for suits.
- XII. (a) Patta to be granted only to the person who pays rent on the land at the rate applicable to adjoining lands. Communal lands should be entrusted to the village panchayats.  
(b) The zamindar should not have the right to collect jodi, etc., separately. That right should vest in the Government itself.

From Messrs. Dasari Sanyasi and others, Residents of Balaramapuram Mokhasa, Peddapuram taluk, East Godavari district (Petition No. 553).

- I. (a) The ryot.  
(b) The ryot has all the rights. The zamindar has only the right to collect rent.
- II. (a) A fair rent means one-third of the net income from the land.  
(b) Though the principles of the ryotwari system are also not satisfactory, the same principles governing the ryotwari system in the adjoining places should be adopted temporarily and any subsequent changes made in the ryotwari system should apply equally to zamindaris.  
(c) There should be a statutory provision for remission as in ryotwari villages. Remission of fifty per cent in the case of seasonal conditions and in other cases proportionate remission according to the yield.  
(e) Yes.
- III. (a) & (b) Distraint of movables should go. Even in regard to immovable properties, the minimum land necessary for the maintenance of the ryot, a house to dwell in should be exempt from distraint.  
(c) The right of collecting rent in zamindari villages should be transferred to the panchayats.
- IV. (a) They were originally inherent as being appurtenant to the land. The tenants have acquired subsequently rights of contract also with zamindars who have taken over the duty of supplying water.  
(b) No.
- V. (a) Every zamindari should be surveyed and a record of rights maintained compulsorily.  
(b) The cost to be borne by the Government and the zamindars in view of the present plight of ryots.
- VI. No.
- VII. (a) & (b) The ryots have the right to use natural facilities for the purpose of grazing cattle and collecting green leaves for manure and wood for agricultural implements free of cost from time immemorial.  
(c) Communal lands, etc., should be under the control of the panchayat boards for communal purposes.
- VIII. (a), (b) & (c) Government should inspect all irrigation sources in zamindaris on a five-year plan, effect the necessary repairs and recover the cost from zamindars. The works should be thereafter placed under the control of irrigation panchayats. Those requiring further improvements may be taken up by the Government subject to the condition of supplying water to the ayacut of the zamindar and improvements effected.

IX. Yes. Annual jamabandi is necessary.

X. (No answer).

XI. (a) The High Court to be the appellate and final revisional authority so long as the Government is responsible to the people.

(b) Itinerary courts presided over by officers of not below the rank of a district munsif to decide cases between zamindar and the ryot in the villages themselves.

*Additional information.*

1. The ryot to have right over trees on lands in possession of the ryot before and after the commencement of the Estates Land Act.

2. Payment of kists to be in instalments as in ryotwari villages.

3. Provision for easy and quick disposal of patta-transfer applications zamindar not to have the right to collect rent for any year, unless the pattas are tendered.

4. To give effect to permanent settlement and to make zamindar pay two annas in the rupee to the panchayats, Government to recognize ryot associations as agents of the ryots. Statutory provision to be made to enable the ryot associations and their representatives to have a voice in the administration of zamindaris.

**Memorandum by M.R.Ry. Voota Venkataraju and others, Bogapuram village, Gollaprolu Estate, Pittapuram taluk, East Godavari district.**

I. (a) The ryot.

(b) The ryot has all rights.

II. (a) One-sixth of the net income from land after deducting the cultivation expenses of the ryot.

(b) Nature of the soil and irrigation facilities to be taken into consideration for fixing the rent in cash or in kind.

(c) There should be statutory provision for remission of rent.

(d) Rent should be fixed permanently.

(e) Yes. The Provincial Government should have such powers.

III. (a) Yes.

(b) The rent should be collected in four instalments beginning with January.

(c) The panchayats should be given the power to collect rent and the cost of collection to be recovered from the zamindars. The stamp duty in respect of sale of holdings should be reduced and the power of registration to be vested in the panchayats themselves.

IV. (a) The right of water-supply should be inherent as appertaining to the land. The panchayats should have control over water-supply. At present the zamindars have control over water-supply and the ryots do not have justice. So this should be changed.

(b) No. But owing to the ignorance of the ryot, the zamindar is unjustly exercising power in this respect.

V. (a) Yes. They should be surveyed and a record of rights maintained.

(b) The zamindar should bear the entire cost as the ryots are too poor to share it.

VI. No.

VII. (a), (b) & (c) The right of grazing cattle, collecting green manure and wood for agricultural implements free of cost is implied by agriculture. The community as a whole to have right over porambokes communal lands, etc.

VIII. (a), (b) & (c) The Government should provide facilities for water-supply, construct and repair irrigation works *suo motu* and recover the cost from the zamindars.

IX. There should be jamabandi to enable the ryots to ventilate their grievances and the authorities to ascertain the condition of the ryots.

XI. (a) Special courts should be instituted.

(b) There should be special panchayat boards and enquiries should take place in villages as villagers cannot afford to and fro expenses to courts.

XII. (a) The zamindar should be entitled to twice the amount of arrear rent then outstanding as compensation in the case of unauthorized occupation.

(b) Yes. It requires revision.



**Memorandum by the Peddapur Taluk Ryots' Committee, Peddapur.**

I. (a) & (b) The ryot is the owner of the soil. The zamindar is the assignee of the public land revenue. He is the agent of the Government to collect the King's share of the produce. Apart from this, he has no special right over the soil. The ryot has all the rights in the land as long as he pays a portion of the produce called land revenue.

II. (a) & (b) The rents prevailing in the zamindari areas are neither just nor justifiable. The State is entitled to collect only one-sixth of the net produce. The zamindar as the agent of the State is entitled to collect only one-sixth of the net produce. But the rents prevailing in zamindari areas range from Rs. 20 to Rs. 60 per acre for wet lands and Rs. 5 to Rs. 20 for dry lands. Whereas the rents in the adjoining ryotwari villages range from Rs. 12 to Rs. 5 for wet lands and Rs. 2-8-0 to 5 annas for dry lands. The assessment in the zamindari areas is not based on any principles. By frequent revision of rent, creating factions in the villages and encouraging one ryot to bid against another, the zamindars brought the rent to the maximum level they can. Ignorant and illiterate as he was, the ryot could not set up and sustain his rights against the rich and all-powerful zamindar. The present rate of assessment cannot be justified on any ground. No doubt the rates of rent in the Government areas are also high and need revision but they can be taken as the basis for temporarily fixing the rate of assessment in the zamindari areas. The lands in all estates should be classified on the taramwari basis and assessed accordingly. All the changes that take place hereafter in the Government ryotwari assessment must be effected in the zamindari areas also. In no case should there be any difference in reassessment between a zamindari land and adjoining ryotwari land of the same taram.

(c) When his more lightly assessed brother ryot in the Government ryotwari areas is getting a remission in cases of failure of crop, there is absolutely no justification for not granting remission to the zamindari ryot in cases of failure of crop. If the gross outturn is 50 per cent or less, the zamin ryot should get proportionate remission of rent. Revenue officers of the Government should be authorized to grant remissions of rent.

(d) The rent need not be fixed once for all time. The rate of assessment should be brought into consonance with the rates prevailing at present in the adjoining lands held under ryotwari tenure. The rates should be revised only when the ryotwari rates are revised and the same principles must be applied in both the cases. The power to fix or revise rent should be vested in the officers of Government. There must be an appeal to the civil court on the decision of the Government officer.

(e) The Government must have reserve powers to interfere when they think that the assessment in any particular area is not fair and equitable.

III. (a) Change is desirable.

(b) The collection of rent should be undertaken by the Government.

*If for any reason the zamindar is allowed to collect the rent—*

- (i) the procedure of summary attachment of movables and standing crop should go;
- (ii) before any attachment is made or a sale takes place, the fact must be made known to all the pattadars and all other persons who had got any interest in the holding;
- (iii) it must be publicly made known in the village who is to be the agent of the zamindar for collecting the rent;
- (iv) it must be obligatory on the part of the zamindar to receive rents sent to him by money order or paid into Government treasury;
- (v) the present season of collection of rents should be changed to January, February and March;
- (vi) to make it obligatory on the part of the zamindar to recognize with all possible speed every devolution, division and transfer of the whole or any part of a holding and exchange pattas and muchalkas, with the new owners thereof as the present system of joint pattas has been most unfairly and grossly abused by the zamindars;
- (vii) the zamindar should first proceed only against the portion of land of the defaulting joint pattadar. In no case should he proceed against a joint pattadar who has paid his quota of rent before he proceeds against the defaulting joint pattadars and shows that there is no way of realizing the rent from them;
- (viii) if the ryot so requests him, the zamindar should furnish him with a detailed information of the payments made by the various pattadars on the payment of postage; and
- (ix) the stamp duty in rent suits must be reduced by half.

VI. (a) Every land has got certain inherent water-rights. The zamindar has no power to alter them. By allowing a higher rate of rent on wet lands, the law makes it obligatory on the part of the zamindar to keep the works of irrigation in good repair. But the zamindar's neglect of irrigation works is proverbial. He stands to gain or lose anything by such neglect. The rent is fixed and is not to be altered by neglect of irrigation works or otherwise. The existing law makes it no doubt obligatory on the part of the zamindar to maintain all the irrigation sources. In cases of neglect, the remedy suggested by the Act is useless. The poor ryot cannot go to a court of law against the rich landholder and enforce his claim. So much so, this neglect of the landholder has been the cause of the ruin of hundreds of thousands of tenants. It will be an act of humanity if the maintenance of irrigation sources is undertaken by the Government. Water-cess should be separated from the rent and must be applied to the maintenances of irrigation works.

V. (a) Yes.

(b) The zamindars and the Government should bear each one-half of the cost. The burden should not be thrown on ryot who is too poor to bear it.

VI. No.

VII. (a) The ryots must have the unrestricted right of using pasture lands, green manure and wood for agricultural implements in the adjoining hill and forest porambokes.

VIII. (a) The Government must take over the management of all the irrigation sources in all the zamindaris and improve all of them and hand over their management to the respective panchayat boards.

(b) If the existing system is allowed to continue and if the zamindars neglect to maintain any irrigation source, compensation must be given to the ryot for the loss he sustains. The ryot should be enabled to refuse to pay the rent if he sustains any loss owing to the neglect of the zamindar.

IX. Jamabandi is essential for zamindari areas also to settle disputes between the zamindar and his ryots.

XI. (a) In disputes between the ryots and the zamindars, the appeal shall lie with the High Court.

(b) All disputes between the ryots and zamindars should be decided by circuit courts, presided over by officers of the rank not inferior to that of a Subordinate Judge.

XII. If any ryot occupies a land without the permission of the zamindar, fair and equitable rent may be fixed and collected from him.

*Special.*—The zamindars and the ryots must have equal mineral rights over mines.

**Memorandum by the zamindari ryots of Venkatakrisshnarayapuram village, in the Pittapuram zamindari.**

I. (a) The tenant or ryot is the real proprietor of the soil.

(b) Zamindar is only an agent of the Government to collect the Government share in the yield of the land. So long as the ryot pays the Government share, the ryot is the full owner of the land. Prior to Estates Land Act, the kudivaram right belonged to the tenant only.

II. (a) The King, as protector of the soil claimed a certain share of the produce as his quota or tax. This varied from 1/10 to 1/6 of the produce. At that time there were no other taxes to worry the citizen as now. Taking all these things into consideration the rate due to the zamindar may be fixed at not less than 1/8 and not more than 1/6 of the total yield.

(b) Considerations which should weigh in fixing a fair and reasonable rent:—

- (1) Nature of the soil and its productivity.
- (2) Contribution made by zamindar for irrigation or improvement of land.
- (3) Tenants cultivation and other expenses.
- (4) Existing facilities for water.
- (5) Present prices of the produce grown on the land.
- (6) Fair provision has to be made for the subsistence of tenant's family, for the purchase of implements, cattle, manure and seedlings.
- (7) Provision should be made against famine.
- (8) To provide the tenant with funds for a subsidiary cottage industry like spinning and weaving during idle hours or hours of unemployment.

(c) Agriculture here is very precarious. There is often failure of crop on account of *stivristi* or *anavrishi*, pests and *itibadhas* and the tenant has to be relieved against. Hence statutory provision is necessary for remission of rent during those bad years. Whole rent should be remitted in case of total or 3/4 failure of crop. Half remission should be allowed if the crop is 50 per cent. Remission of rent should also be granted if failure of crop is due to zamindar's negligence to repair irrigation sources.

(d) Clear and definite rules should be framed for the settlement of rent so that the tenant may know on what principle the rent is fixed. Government Officers or courts should have the power to determine the rent according to these principles.

(e) Government should reserve powers of revision in the settlement of rent on well defined principles and subject to appeal to a civil court or an independent special tribunal.

III. (a) & (b) Powers for collection of rent require revision. There should be no power to distrain produce or movable property. In sale of holdings, more safeguards should be introduced. Notices should always be given by personal service or through registered post to all the *pattadars*, other joint owners, mortgagees, lessees, etc., of whom zamindar has notice.

(c) *Procedure for collection of rent* :—

- (i) Due notice generally should be given in the village as to who is authorized to receive rents on behalf of zamindar.
- (ii) Postal money order payments should be encouraged, also payments through Government offices.
- (iii) Due notices to be given not only prior to intended sale, but also of the sale date to all the persons interested as noted above.
- (iv) Where a person in possession of a separate field in a *patta* has paid his fair quota, zamindar should be directed to proceed in the first instance against the other items of the *patta* for collection of the balance.
- (v) Payments made should be credited only towards dues of current or last *fasli*, except with the written consent of the tenant.
- (vi) Tenant should be supplied with account of amount of payments made by the various *pattadars* of a holding, whenever the tenant demands and pays reasonable charges (postal, etc.).
- (vii) General jurisdiction for rent and other suits should be only to civil courts.
- (viii) The suits should be treated as small causes (with the lesser court-fee for plaints).
- (ix) Rents should be payable in three monthly instalments beginning only from middle of January of each *fasli*. (At present they begin even from September, when tenant has to invest on the land and crops have not even become ripe.)
- (x) Where zamindar purchases in the rent sale, tenant should be given option to buy back the land on payment of the arrears and the minimum damages incurred, within one year of the sale.
- (xi) Village *panchayats* may be given jurisdiction over suits for Rs. 50 or 60 and below.

IV. (a) Tenant's right to water-supply. Right of tenant to take necessary water is appurtenant to the land if it is adjacent or almost so; as regards lands at some distance for which special channels are necessary, it may become a matter of contract; but equitable conditions should be imposed, so that the rate is not high, and it should not be mere will of the zamindar to supply or refuse water. Whether a certain land comes within the *ayacut* or not should be determined by Government or civil court.

(b) Landholder's right to water sources, if superior.

Zamindar has no superior rights; he is now treating them as though they are his own absolute property, which is unwarranted; he is the farmer of revenue; for convenience, the duty of conserving and repairing the water sources may be continued in the landholder; he may be allowed to collect only such rates for supply of water for lands other than *mamul wet* as may be quite necessary to cover his expenditure for repair and upkeep of the water-system. But he should not be allowed to make profits out of them, nor should the right to water or to priority be left to the will of the estate officials; there should be clear rules defining all rights in the matter.

V. (a) *Survey and record of rights*.—All unsurveyed estates should be at once surveyed and record of rights prepared. Now, many estates are left unsurveyed. Disputes between adjacent *ryots*, between *inamdars* and zamindar and *ryot* are common as to the actual extent and even for localization of the lands. The extents now

shown in the pattas and registers of the estate and in local cess accounts do not even approximately tally with the actual state on ground. The description given for the holdings in the pattas and registers, etc., is totally insufficient for fixing or identifying the land, frequent disputes arise also as to water and other rights. People are now generally at the mercy of the estate officials whose oral statements are now supposed to be the best evidence available in such disputes. Landholders are not now anxious to have surveys effected; nor is united action found in ryots; so survey should be effected compulsorily. Otherwise the present chaotic conditions will continue. Joint pattas should be separated as soon as the pattadars require. Transfer of patta holdings or part of holdings should be effected immediately and the transferees should be registered as pattadars.

(b) *Cost of survey.*—The costs of survey should be borne by the zamindar and the Government. The tenant is not in a position to bear the costs of survey.

VI. *Levy of additional dues.*—Customary or other additional levies should not be allowed. Even the old Regulation XXVI, XXIX of 1802, and Regulation IV of 1822 restricted all such rights; but in practice, zamindars income then was lower even than their peishkash to Government; collection was more difficult, and ryots were not then subjected to so many taxes as now for new amenities and comforts of modern life. Zamindars, further, used to occupy patriarchal position in the olden days; they used to personally enquire and equitably settle disputes among the tenants, dispense medicines free, maintain pandits and scholars who freely taught the people, round up thieves, etc., and spent this wealth to encourage arts and crafts in the estate villages or in the neighbourhood. Now, these wants of the people are met otherwise, often accompanied with fresh taxation on the public; most of the zamindars are now living far away; a large portion of their wealth is spent in other directions, as a drain to the country. Whatever dues are claimed should be the sum included as rent in the patta.

VII. (a) & (b) *Use of natural facilities.* Tenants used to graze and collect, manure and fuel from common grazing fields and jungle plots in the estate previously. After the Madras Estates Land Act came zamindars treated them all as waste lands, and as their own property; they began to lease them mostly for cultivation, etc., and reserve a few as forest for pastime, etc. Thus, the tenants have been unjustly deprived of their rights and in several villages there are no spare grounds for giving such facilities now. Where they are still available, such ground should be allowed to be grazed and manure collected by the tenants; preference should invariably be given to the poor who own no pastures of their own. The use of trees for agricultural implements should be allowed, but should be regulated and preference given to the really poor cultivators. Tenant's right in them is an inherent one, and they should be allowed the use free, a small licence fee being charged from those that could afford to pay, this money should be utilized for the upkeep and development of the pastures, etc.

(c) *Rights in communal lands and porambokes.*—Zamindar is now treated as owner of hills and forests; this is quite unjust; till 1908, tenants and labourers used to take manure and fuel wood from hills and jungles freely and adjacent villagers had no difficulties in purchasing them at small cost. Now these tracts are reserved by zamindars; ordinary people are left without fuel or grazing lands except with the special patronage of zamindar. Though the landholder may also use them, all tenants should have access to and inherent right to use them, subject to control to prevent waste, and ensure equitable distribution among all to meet their requirements. These and all other communal lands and trees, etc., should generally be under the management of village panchayat boards; a landholder's representative may be co-opted when questions concerning them are disposed of.

If the reserve forest affects more than one village, such big tracts should be under the control of the district boards or Government, but not of the zamindar, who may only be given special facilities (on payment of proper licence fees) to utilize so as not to affect the tenants' rights.

VIII. (a) *Maintenance of irrigation works.*—Irrigation works should be treated as communal; big works and sources as of the State; zamindar may only be allowed right of management; now zamindars are treating them as their own which is unjust; if at all, the landholders are only trustees for the peasantry. They can only utilize the works along with the ryots for their own kamatam lands, if any, in the ayacut.

(b) *Government to interfere.*—The ayacut extent and right of particular lands for water from the works should be determined by the State, and not left to the discretion of estate officials as now. As trustees, zamindars should be bound to keep the works and sources in proper repair; if the ayacut lands and crops suffer owing to zamindar's failure to get them repaired, the tenant should be allowed to plead remission of rent in any rent suit, or summary sale proceedings concerning the land. It should not be sufficient that

tanks are kept in the same state as before (in fact, in most estates, tanks, etc., have been in a bad state of disrepair for a long time). Improvements should be effected, wherever feasible, even if the landholder is unwilling, whenever ryot makes a reasonable request.

(c) *Suo moto or by application.*—Government should be enabled to repair and effect improvements through Public Works Department staff also suo moto. Unfortunately, at present zamindars are not getting them done generally; and tenants being ignorant and illiterate are not alive to their rights and are often timid and afraid to move the Government lest they incur displeasure of estate officials or powerful people in the neighbourhood whose personal interests might be affected thereby. Where additional improvements are effected landholder may be allowed to collect such rate as would only be sufficient to cover his expenses and charges of maintaining the works.

IX. *Jamabandi.*—Yearly jamabandi should be held; several questions will have to be settled then like encroachments, failure of crops, disrepair of tanks, unjust claims, disputes as to extents, state of communal lands, wrong claims for arrears, etc. The fact that jamabandi takes place regularly would itself act as wholesome check against oppression or unjust claims, and infuse confidence and self-reliance in peasantry zamindars will become alive to their duties too, as they are now particular as to their privileges and rights.

X. *Undertenants' rights.*—Undertenants should be given protection against unjust rack-renting and eviction by pattadars. Some wealthy pattadars with extensive lands are getting accustomed to exploit the poverty and unemployment of cultivators and squeeze them to get as much as possible to further enrich themselves. Eviction by pattadars should be allowed only if the existing sub-tenants fails to pay arrears within reasonable time or is unwilling to pay existing fair rent on the land or is guilty of waste committed on the land, or has become insolvent. Payment by undertenant to zamindars of the cist due to him shall invariably be set off against rent due to the pattadars from undertenant.

XI. (a) & (b) *Revenue Board.*—Revenue Board should not be the final authority in these matters. It has no proper judicial equipment or knowledge of rural conditions. Only civil courts should have jurisdiction to determine all ordinary suits and execution and similar applications between landholder and tenant.

*Jurisdiction.*—Present Revenue Officers have neither the time nor necessary judicial equipment for proper consideration of such cases. If a special tribunal is considered necessary its personnel should have proper judicial experience.

XII. (a) *Unauthorized occupation.*—A person in unauthorized occupation of land not in another tenant's possession should only be liable to pay fair rent, but not to eviction unless the landholder requires it for legitimate needs of himself, and sues for recovery within two years of occupation, and has not acquiesced meanwhile by receipt of rent. The rate of rent should be the same as the prevailing one of adjacent lands of similar quality value of any benefits which the zamindar is compelled to forego by reason of the occupation may be taken as premium. Tank-beds, village sites, porambokes and communal lands should be removed from the occupation of tenants and they should be handed over to village panchayats for the common use.

(b) *Jodi, etc.*—Zamindar may be provided with a statutory charge for jodi, kattubadi, etc. (payable on the inam) on the land itself.

Other points of general interest—

(a) *Agraharam* may be treated as estate if the whole inam is owned by a single individual or institution. Where the village is subdivided among various people and several portions are held by different persons as alienees, the position is different. At present the inamdars are owners only of small bits of land who paid hard consideration for both varams and are often dependant on them for their livelihood. They should, therefore, be treated as pattadars and not as landholders.

(b) Small minor inam holders, inclusive of Darimell inam holders, should be treated as pattadars owning kudivaram rights.

(c) *Mineral rights.*—Stones, quartz and manganese, etc., are quarried from jirayati lands. In such cases the jirayatidars should have at least equal rights with the landholders as regards mineral fund in that holding.

(d) *Rights in trees standing in patta holdings.*—Madras Estates Land Act provides that trees prior to the passing of the Act belong to the zamindar and the trees which were planted subsequently belong to the tenant. When the soil belongs to the tenant it is an anomaly to say that the trees which grow on it belong to the

zamindar. One practical difficulty of this provision in the Act is that the zamindar has been putting the tenants to several hardships, taking advantage of this provision by claiming every tree.

(1) Venkatakrishtnarayapuram is a village in the Cocanada taluk belonging to the Pithapuram zamindari. The village is 1,400 acres in extent and the Godavari Canal known as the Cocanada Canal, is the main irrigation source. Of the acres 1,400 nearly 1,000 acres are subject to submersion and they yield a crop once in four years. These acres 1,000 are mamul wet lands and the assessment on these lands ranges from Rs. 9 to Rs. 15. The submersion is due to the diversion of West Yeleru drain after the canals were introduced and the absence of a proper drainage channel to meet this change. This fact was brought to the notice of the Maharajah of Pithapuram several times but the Maharajah did not render any redress. On the other hand, the Maharajah not only collected the rents from these tenants to the last pie during all these years but he imposed additional periodical enhancement of annas two per rupee promising to improve the lands by providing a drainage channel. During all these years the Maharajah never spent even a single pie towards their improvement.

(2) Very recently, the Maharajah out of ill-will, reduced the period during which the canal water should flow to Venkatakrishtnarayapuram from four days in every fourteen days to two days in every fourteen days. The Maharajah is not authorized to interfere with a right which has been in existence and enjoyed by the tenants of Venkatakrishtnarayapuram from time immemorial. These grievances have to be redressed immediately otherwise the tenants who were already made to live from hand to mouth will further be impoverished.

**Memorandum by the Ryots' Association of Irippaka village, Jaggampeta estate of the Peddapuram taluk, East Godavari district, dated 5th November 1937.**

I. (a) Rytot is the owner of the land.

(b) Rytot possess all rights over the land. The zamindar has only right to claim a reasonable rental from the land and no other right are possessed.

II. (a) One-fourth of the average produce after deducting the cultivation charges has been considered to be the reasonable rental.

(b) An average amount of Rs. 1,350 has been estimated to be the income annually as Seshabus in the year 1802 and out of which two-third, i.e., Rs. 900 is settled to be paid to the Government as Seshabus. Ever since the rental is being raised every three years though no repairs is being raised every three years though no repairs or made to lands for fertilization. Now an amount of nearly Rs. 7,000 is being collected. The zamindars possess no right whatever to raise the rental in this way. The zamindar has no right to collect an amount, above Rs. 1,300 on the whole of our village.

(c) The question of refund of cist should be in the Act. The ryots should possess the right of appealing to the Collector on the question of refund of cists when crops fail. The Collector should be authorized to judge whether the refund is necessary or not and in case of the former the amount of refund should only be judged by the Collector.

(d) It is better to settle the amount of cist at one time only at a place.

III. (a) It is absolutely necessary that this should be altered.

(b) The Government officers should only collect by instalments in January, February and March as done in the Government villagers.

(c) The right of the ryot over the land and the crops therein should be injected and in no case the ryots own movable or immovable properties should be included in the action. The land on which the ryot is a defaulter, should be published in the respective village by tom-tom. After six months of the injection, the zamindar himself should personally conduct auction in the village office shed. To publish in papers and to publish in the village by means of hand notices before a month of actual auction are the easy methods.

IV. (a) The rights for water-supply belong to ryots by leases and no further agreements are necessary.

(b) The landowner has only right to store water in an estate and to supply the water. No other rights are possessed by him, i.e., the rights of fish in the said waters, the plants that grow on the bunds, etc., the green grass, etc., should be possessed by the ryots only and landowners are in any way concerned. If landowners are enjoying such rights anywhere, they should be granted to the ryots only.

V. (a) Yes! They should be necessarily surveyed and rights attested.

(b) Since the ryots are in a poor condition, the charges are to be borne by the landowners.

VI. Should not demand.

VII. (a) There is right. If such right is not in force anywhere the same may be granted to such ryots.

(b) There is right. If such right is not in forces anywhere the same may be granted to those ryots through acts.

(c) The zamindars possess no right or whatever. The whole rights belongs to the ryots. If such rules are in force anywhere they may be passed in favour of the ryots through acts.

VIII. (a) Proper steps may be taken to store sufficient water even though the ryot fails to demand for it. The zamindars are held responsible to store sufficient water for cattle in summer. Repairs, etc., should be attended to without the ryots approaching the zamindars.

(b) The Government should attend to the proper condition of the water sources by undertaking repairs and recover the repairing charges on the zamindari estates.

(c) The Government is authorized to use such rights of their own accord and also when required by the parties.

IX. Bamabandi should take place.

X. When the patta ryot receive remission from the zamindar the remission right should be moderate.

XI. (a) There should be a separate court to decide upon these things.

(b) All the litigations should be tried in the special courts.

XII. (a) Such ryots should be removed by filling suits in separate courts.

(b) Rules to collect cist from patta ryots should be applied to collect zodi, poruppu and kattubadi from inamdars.

**Memorandum by the ryots of Dangeru, Kuyyeru and other villages belonging to the Pithapuram estate.**

We the ryots of Dangeru have inam lands in that village. For these inams, pattas were given by the Inam Commissioner in 1870 or thereabouts. To these inam lands we have been paying quit-rent, local cess and water-tax and kattubadi. Among these taxes, kattubadi goes to the Raja of Pithapuram. In the inam pattas it was clearly stated that the owners of pattas had nothing to do with the zamindari taxes. All the while the zamindars have been collecting this illegal tax called *kattubadi* (కట్టుబాది). For the collection of this tax there was no provision in any Act or pattas of the Government.

So, we humbly pray that your honour will be pleased to consider the matter seriously and cancel this abnoxious and illegal tax, for which act of kindness, we shall in duty bound ever pray for your honour's long life and prosperity.

**Memorandum by Mr. Boda Peda Satyanarayanamurti and others, Manjeru village, Cocanada taluk, East Godavari district.**

I. (a) Ryot.

(b) All the rights vest in the ryot, the zamindar being entitled only to rent.

II. (a) Not exceeding one-eighth share of the produce, basing it on the rates prevalent in ryotwari villages. Cost of collection, repairs to irrigation works, etc., should be deducted from this, if they are not done by zamindars.

(b) (1) The nature of the soil, fertility, the classification of adjoining ryotwari lands; (2) arrangements made by the zamindar for irrigation and improvement of land; (3) cultivation expenses; (4) water sources; (5) prices of foodstuffs, marketing facilities and communications; (6) allowance for family expenses and purchase of seed, implements, etc., these should be considered in fixing a fair rent.

(c) Yes. Remission to be granted in case of famine, lack of water-supply due to neglect on the part of zamindar, complete remission in case of failure of three-fourths or entire crop and half remission in the case of half failure.

(d) Yes. Principles to be enunciated later on and Government officers or courts to determine rent according to them.

(e) Yes.

III. (a) Yes.

(b) Summary distraint of movable property and grain should go. More restrictions should be placed in the matter of sale of lands. Zamindar to give notices of attachment and sale of lands to pattadars, joint pattadars, ryots and mortgagees. The system prevailing in ryotwari villages in the matter of collection of rent to be adopted:—(1) The person authorized to collect rent on behalf of the zamindar to be notified in the village. (2) Facilities to be given for payment of rent by post or through Government treasury. (3) Rent to be paid in three equal instalments from the middle of January. (4) If rent is paid by one of the joint pattadars for his share of the joint holding, other shares alone should be proceeded against for arrears due on them. (5) Payment should be credited for current and previous year and not for arrears of rent, unless so desired by the ryot in writing. (6) Zamindar to inform the ryot on payment of pasturage, etc., as to the amounts paid by each joint pattadar in respect of the holding. (7) All proceedings in respect of rent to be taken in civil courts. (8) Suits for rent should be treated as small cause with reduced stamp duty. (9) Rent-suits for less than Rs. 50 should lie with the village courts. (10) Attachment and sale notices to be served on all the parties referred to in paragraph (b). (11) Ryot should be entitled to recover the land purchased by the zamindar in sale on payment of arrears of rent, reasonable interest and expenses within one year.

IV. (a) Yes, for lands adjoining the water source; contract to be entered into in respect of lands supplied with water by newly constructed channels.

(b) No.

V. (a) Yes.

(b) Zamindar to bear the entire cost.

VI. No.

VII. (a) These rights were enjoyed before the Estates Land Act came into force.

VIII. (a) Big irrigation sources to be under the Government. Small ones under the panchayats. Zamindars may have powers of management as trustees.

(b) Yes.

(c) To be applied *suo moto*.

IX. Yes.

X. Pattadar not to evict a tenant so long as he pays rent.

XI. (a) No. It should be vested in the special tribunal and High Court.

XII. (b) There should be no kattubadi on inams.

**Memorandum by Mr. Mandiga Naganna and other zamindari ryots of Polavaram taluk, East Godavari district.**

I. Neither. The rights of both are co-existent with the land. The zamindar has melvaram and the ryot kudivaram rights.

II. (a) The rate fixed for the adjoining Government land at the first settlement.

(b) The same as those applicable to Government villages.—Fertility of soil, irrigation facilities, prices of grains, the economic condition of the ryot, etc.

(c) Yes. Based on seasonal conditions, fall in prices and disrepair of irrigation sources.

(d) Once for all—Officer or court not to change these subsequently.

(e) The Provincial Government to reserve powers only to reduce rates, if any, which happen to be in excess of the operation of the above principle of settlement.

III. (a) Yes.

(b) The zamindar should be entitled to distraint of movables only after obtaining a decree on suing for arrears of rent, but not otherwise.

(c) Estate officials alone to the exclusion of others should attend to collection work. The stamp duty for execution of warrants should not exceed an year's rent.

IV. (a) Appurtenant to the land. In the case of new sources and lands not included in the old ayacut, agreements should hold good.

(b) No superior rights. He is only a trustee of the ayacutdars.

V. (a) Yes.

(b) The tenant to bear two-thirds and the zamindar one-third of all expenses.

VI. No.

VII. The tenants have a right to utilize the local natural facilities free of cost. Public paths, communal lands, etc., should be left common for public use and should neither be leased out nor occupied by anybody.



VIII. The Government should take up control over all the sources, carry out such repairs as deemed essential by Government officials without the need for application by parties, and recover the cost of repairs from the zamindars.

IX. Yes.

X. The status need not be legalized. It should be left to mutual contracts as before, according to the condition of lands and tenants.

XI. (a) The Board of Revenue should not exercise the right. The High court should have it. A special tribunal is unnecessary.

(b) Civil courts subject to the appellate authority of the High Court as at present are enough.

XII. (a) The zamindar may evict the encroacher only after suing in a court and no enhanced powers are necessary.

(b) No.

*Other matters.*

1. Transfer of registry should be effected as per enjoyment.

2. The tenants should be granted pattas in respect of lands in their possession up to date.

3. The Government should provide drainage facilities and recover the cost thereof from the zamindar.

4. Collection of water-rate on lands long since irrigated, which due to inferior soil or remoteness from irrigation facilities or low rate of rent are unfairly treated as dry lands, and on wet cultivation exclusively by rain water, should be prohibited.

5. The cases of tenants expelled without proper grounds should be reviewed and the lands restored to them without limitation of time.

6. Rent should be paid in money and not in kind.

7. The tenant should have the right of enjoying usufruct of trees.

8. Every village should elect a panchayat to advise the Government in matters of irrigation, etc.

**Memorandum by the Ryots' Association, Chillur village, Pithapuram Estate, Ramachandrapuram taluk, East Godavari district.**

I. (a) The ryot.

(b) According to custom, permanent settlement and judgments of courts, the ryot possesses the proprietary right. The zamindar is only an agent of the Government.

II. (a) Rent determined in the light of the condition of the ryot.

(b) The ryotwari system is itself defective. Rents fixed arbitrarily in zamindaris must be revised. All the changes that may be effected in ryotwari villages must be made to apply to zamindari villages.

(c) Yes. On the ryotwari principle.

(d) The Government should review the rents in all zamindaris simultaneously in the light of the above principles.

(e) Yes.

III. (a) Attachment of movable properties should go. Even in the matter of attaching immovable properties, the ryot's house and the minimum extent of land required for his maintenance should not be attached.

(b) The power to collect rents in zamindaris should be transferred to panchayats.

IV. (a) Appurtenant to the land. The ryot is entitled to water-supply by contract also.

(b) No.

V. (a) Yes.

(b) The zamindar should bear the entire cost.

VI. No.

VII. (a) and (b) The ryots are entitled by long usage to local natural facilities free of cost.

(c) The rights should be common. Neither should occupy the land.

VIII. (a), (b) & (c) The Government should prepare a five-year plan, examine all the sources, carry out the necessary repairs and recover the cost from the zamindar. Irrigation sources should be entrusted to panchayats composed of ryots' representatives. Further improvements may be made by the Government subject to the condition of supplying water to the ayacut of the zamindar.

IX. Yes.

X. The same as in Government villages.

XI. (a) Yes, "so long as the administration by Government continues to be responsible to the people."

(b) Circuit judges of status not below that of district munsifs, to hold sittings in villages and decide disputes.

**Memorandum by the Zamin Ryots of Isukapalli village, Gollaprolu estate, Pithapuram division, Peddapuram taluk, East Godavari district.**

*Land-tax.*

Ranges from Rs. 18 to Rs. 26 per acre. The lands are cultivated with the help of the water from the Yeleru channel. The Yeleru will be watering the lands only if there are rains. In the circumstances an Act may be passed to the effect that one-sixth of the net income may be remitted to the zamindar.

*Survey statement.*

The lands were not surveyed. The ryot is not in a position to bear the survey charges. So the lands may be ordered to be surveyed at the expense of the zamindar, and an Act may be passed fixing the taram according to the fertility of the soil.

*Joint pattas.*

The pattas were prepared in fasli 1346 in the year 1936. Hence no necessity.

*Izara (auction) lankas.*

None of the sort.

*Jirayati lankas.*

They are under the control of the ryots of this village.

*Water-supplies.*

This village has a "Panta cheruvu." The said cheruvu has no repairs since a long time and there is no facility for the storage of water due to the heavy deposit of earth. Hence much loss is incurred. Also instead of storing even the limited water will summer, as it is being auctioned for "Pyru crops" by the time of "Kartika Suddha Purnima," there is no water even for the cattle in summer. As there is no storage of water owing to failure of rains it is not possible to lay the seeds. Therefore orders may be passed to repair the tanks and facilitate for the storage of water to be useful in summer.

(b) The zamindar is not taking proper care for the repairs of the channels and tanks. Hence the irrigation of the lands may be controlled by the Provincial Government.

*Kists.*

These are being collected in September, October, November, December by instalments. As such the crop has to be utterly undersold for a handsel to the merchants. Hence the kists may be conveniently changed to those of March, April, May and June.

*Erriors.*

The erriors are very small in this village and as they are wholly due to the failure of the crops, and as there were no remissions from the zamindars, the outstanding erriors may be ordered to be written off.

*Grazing of the cattle.*

As there is no "Baljeru" land for the grazing of the cattle, a small portion of the land may be reserved for the same.

*Forests.*

There are no forests in the village.

*Puntas.*

These are under the control of the village panchayat.

*Ballijers.*

There are no such in this village.

**Grama kanthams.**

These are under the control of the zamindar. They may be ordered to be transferred to that of the panchayats.

**Burial grounds.**

These are under the control of the panchayat. Besides, as the water-supply of the village is under the control of the zamindar it may be transferred to the village panchayat.

**RYOTS OF ISUKAPALLI VILLAGE.**

**Memorandum by Nādimpalle Satyanarayana Raju, President of the Village Zamin Ryots' Association, Isukapalli, Nayudu Somaraju, President, Bhogapuram and Mogili Ramamurti, President, Gollaprolu, East Godavari district (Peution No. 459).**

I. (a) The tenant is the proprietor of the soil, 'as every creature depends upon him'.

(b) He should have permanent and fully independent rights in the land. Else, the lands would become barren.

II. (a) Fair rent is one-sixth of the net-income that is left after deducting the expenses incurred by the ryot.

(b) The present rents are not fair as they were not fixed on the basis of the quality of water-sources, soil, etc., but imposed high-handedly by zamindars under threats of eviction at unbearably high rates. As evidence in this respect, the registered deed executed by the late Rajah of Pittapur Estate in favour of Sri Raja Ravu Venkata Mahipathi Venkata Rao Garu on the 8th December 1869 may kindly be perused.

(c) There should be statutory provision for remission of rent. Remission should be granted when crops are washed away by floods, when crops become *savi* owing to failure of rains or when crops are destroyed by insects, etc.

(d) Rate of rent to be settled once for all for a particular area.

(e) Yes.

III. (a) Yes.

(b) Collection of rent to be made in the months of January, February, March and April.

(c) Collection of rent to be entrusted to the panchayats and the cost thereof to be recovered from the zamindar. Sale proceedings relating to lands should be entrusted to the panchayats and stamp duty reduced and the panchayats should also be empowered to register these sales.

IV. (a) The rights of tenants in respect of water-supply should be inherent. But as matters stand at present, zamindars have control over water-supply, etc. The present position should, therefore, be modified.

(b) Zamindars have assumed superior rights in the water-sources owing to the ignorance of the ryots, though they are not entitled to the same.

V. (a) Yes.

(b) The whole cost must be borne by the zamindar as the ryots are too poor to bear it.

VI. The landholder cannot demand any such levies.

VII. At present the tenant has no right of utilizing natural facilities. But such facilities should be provided for him in future. The public as a whole should have rights in hill and forest porambokes, communal lands, public paths, puntas (by ways), etc.

VIII. (a) & (b) Repairs to irrigation-sources and works to be executed by the Government and the cost recovered from the zamindar.

(c) To be applied *suo moto*.

IX. Yearly jamabandi is necessary.

X. The under-tenant should act according to the agreement he has executed to the zamindar and pattadar jointly. Under-tenants also should get remission of rent. With regard to rent also, he should be treated on a par with the tenant.

XI. (a) A special tribunal to be constituted for the purpose.

(b) There should be special panchayat boards for the purpose. As the ryots cannot bear the travelling charges involved in going to courts, cases should be tried in their respective villages.

XII. (a) The zamindar to get double the amount of the rent then prevailing, as compensation for the land which has been occupied unauthorizedly.

(b) Yes.

**Memorandum by P. V. Kondiah, Secretary of Coringa Island Zamin Committee,  
East Godavari District.**

I. (a) The ryot, who brought the land under cultivation and made it yield revenue is the proprietor of the soil.

(b) The zamindar is only an agent between the ryot and the Government to collect rent and as such he has only the right of collecting rent. The ryot has been enjoying the *kudivaram* right from time immemorial.

II. (a) & (b) A fair rent is that which corresponds to the land assessment in Government ryotwari villages and the principles by which it should be fixed are the same as those governing Government land revenue assessment.

(c) There should be a statutory provision for remission. Remission should be granted whenever there are seasonal adversities or water-supply is not made through the carelessness of the landlord and whenever crops are spoiled by stagnation of water. Full remission to be granted when there is total or three-fourths failure of crops and half-remission in the case of fifty per cent of failure.

(d) The Government should settle the rate of rent once for all, after enunciating principles on the basis of rates prevailing in the ryotwari villages and such periodical changes as may be made in the Government's land revenue assessment should apply to the rents in zamin areas also.

(e) Yes.

III. (a) Yes. Their revision is absolutely necessary.

(b) Rent collection should be made by village panchayats or by village officers if the rents are based on the ryotwari system. Village panchayats and village officers, in such a case, may be given a percentage of the rent collected as remuneration.

(c) Distraint and other proceedings should be entrusted to panchayats and laws enacted for their guidance. If this is done, the ryot will be relieved of much expenditure.

IV. (a) Where the land is under wet cultivation, the right to water-supply is inherent as being appurtenant to the land. The fact whether a land is under an ayacut or not, should be determined by the Government or a civil court and not by the zamindar.

(b) The landlord has no superior rights. But as he is the melvaramdar he has to maintain in good condition, all the water-sources.

V. (a) All the estates should be compulsorily surveyed and a record of rights maintained. Pattas should be granted to the concerned ryot for the land he owns and joint pattas should be divided, if so desired.

(b) The Government and the zamindar should bear the cost equally.

VI. The landholder should not demand any levies, whatsoever, in addition to the rent as per patta.

VII. (a) & (b) Before the Estates Land Act the ryots had such rights in forests and porambokes, but subsequently they were deprived of those rights and thenceforward, with the advent of the Madras Estates Land Act, forests and porambokes were deemed to be the private property of the landholder. The old rights should, therefore, be restored to the zamin ryot.

(c) Both the ryot and the landholder should have the right to use communal lands, forests, porambokes, etc. Such lands, however, may be placed under the control and management of village panchayats. If they appertain to many villages, they should be under the management of the district board.

VIII. (a) Major irrigation works should be under the Government's control and minor ones under village panchayats' control. The zamindar may be allowed to manage them as a trustee. He can take water for his private holdings just in the same way as it is taken for the other lands in the ayacut.

(b) If the zamindar does not execute repairs, the Provincial Government should have the power to execute them.

(c) Such powers to be applied *suo moto* as the zamindar has no interest, as the ryot is ignorant and as estate officials lack courage.

IX. Yes.

X. The pattadar has full rights in the land. The undertenant who holds land under certain conditions should act according to the conditions of the *cowle* (lease-deed). He can enjoy the common rights along with other ryots.

XI. (a) The Revenue Board should not be the final appellate and revisional authority. The Special Tribunal and the High Court should have such power.

(b) Disputes between landholders and ryots should be tried in civil courts only. If special courts are to be constituted, only those having legal experience should be appointed to them.

XII. (a) Lands, when encroached upon in tank-beds, village-sites, porambokes and other communal sites should be taken back from the occupation of ryots and entrusted to village panchayats.

(b) The kattubadi, etc., amount may be made a first charge on the land.

After having answered the questionnaire, the petitioner narrates the history of Korangi Island, the villages constituting the Korangi Island zamindari and the difficulties the tenants experience at the hands of the present landholders.

**Memorandum by Messrs. Chelikani Suryanarayanamurty and brothers, Aryavatham village pertaining to the Estate of Pithapuram, Cocanada taluk, East Godavari district, dated 26th November 1937.**

In the village of Salapaka pertaining to the Pithapuram Estate, Cocanada taluk, East Godavari district, we have a land of extent 138 acres and 38 cents under the patta bearing the survey No. 69 of the above village, for which we have been paying on the whole Rs. 2,154-8-0, of which Rs. 1,484-8-0 is for the Estate rent and the remaining sum of Rs. 670 is for the Government water-tax, and thus the average rent per acre is Rs. 15-10-0. The total extent of lands of the ryots in that village is 1,029 acres excluding ours, and they have been paying on the whole Rs. 5,363-8-0 as for rent and tax together, the average rent per acre of those lands being thus only Rs. 5-3-0.

The rent for our lands is Rs. 10-7-0 per acre in excess over the other lands belonging to the ryots of the village. Our own lands are low unfertile and they are suffering total loss by damages due to submersion. The surrounding Government lands are under the rent of only Rs. 5 per acre. Therefore we humbly beg your honour to kindly get our lands examined, and to decrease the rate of rent on our lands together with the neighbouring Government lands.

CHELIKANI SURYANARAYANAMURTI AND BROTHERS.

**Memorandum by Bommaganti Perraju, etc., ryots of Vegavaram village, Chintalapudi taluk, Godavari district.**

I. (a) The tenant is the proprietor of the soil, he having the kudivaram right.

(b) The tenant should have all the rights of kudivaram, while the zamindar has only the melvaram right to collect the rent on the land.

II. (a) A fair rent is that which is determined by the Settlement department taking into account the nature of the soil and the sources of irrigation.

(b) Answer to question (a) holds good here also.

(c) There should be a statutory provision for remission.

(d) Rent should be fixed in accordance with the conditions prevailing in the respective localities, at the beginning. Afterwards it should be determined by the Government officials as occasion arises.

(e) Yes.

III. (a) Yes. The powers of the landholder in this regard require complete revision.

(b) Village officers should be asked to collect rent every year and one anna per rupee should be collected in addition to the rent proper. Out of this amount and out of the peshkash and local cesses collected from the zamindar by Government, remuneration may be paid to the village officers for their services in this direction.

(c) Officers appointed by the Provincial Government should try to collect land-rent for every year in that year itself. In case of default, they should first proceed against the movable property and then against the immovable property of the tenant in default. This procedure should continue until the lawful owner pays back the arrears and claims his land.

IV. (a) The right to water-supply goes to the tenant along with the *cowle*.

(b) The landholder has absolute rights in the water-sources. He has the right of maintaining and keeping them in good repairs and distributing water among the ryots as he likes. These rights exercised by him at present should be withdrawn.

V. (a) Estates should be surveyed and a record of rights maintained compulsorily.

(b) The landholder to bear the whole cost.

VI. The landholder cannot demand any levies except half the portion of the local cess, viz., As. 1-9 in the rupee, which the Provincial Government have fixed. The zamindar should pay the other half as per rules.

VII. (a) Tenants have no rights with regard to the utilization of local natural facilities. They should be accorded to them henceforward.

(b) Tenants have no right at present. They should be given these rights hereafter.

(c) Tenants have no right in the public paths, etc., the zamindar enjoying all absolute rights therein at present. Tenants should be enabled to enjoy these rights in future according to the rent paid by them.

VIII. (a) The Provincial Government should have rights to maintain the irrigation sources and works.

(b) Yes.

(c) The Provincial Government may exercise them *suo moto* and shall exercise them on application by parties.

IX. Yearly jamabandi is necessary.

X. 'The under-tenant to act according to the agreement made between him and the original landlord.' He should take one-half of the produce. He must not do any damage to the land nor can he undertake to do works of a permanent nature therein.

XI. (a) The Revenue Board should continue to be the final appellate and revisional authority.

(b) Such disputes to be tried only in revenue courts and not in civil and special courts.

XII. (a) Cases of encroachment should be brought to the notice of the District Collector by the landholder. The Collector should grant the land on patta to the tenant concerned or evict him from it, through the village officers, according to the nature of the land under unauthorized occupation.

(b) Yes.

#### Memorandum by the ryots of Gollaprolu estate.

We feel it our duty to bring it to your notice, on the occasion of your visit to Pithapuram carrying the message of peaceful and orderly democratic government, to represent to you some of the grievances and disabilities under which we labour in our relations with the zamindar, and in the regular conduct of our communal life.

During the past district board and assembly elections we had the misfortune to differ from the zamindar as we had all decided to support the Congress candidates.

1. Presumably as a result of this, the zamindar has begun to claim the site whereon washermen are carrying on their occupation as his, and recently estate servants have come in force and dug up the washermen's ovens throwing the pots and other vessels into the canal nearby.

2. The weavers have been accused of siding with the Congress, and prevented from sizing their warps or otherwise carrying on their occupation in the spaces within the streets; as they have been doing from a long time past.

3. Finally the public latrine ground that has all long been in use since time within the public memory has been declared and proclaimed by tom-tom to belong to the zamindar; and he has placed watch and ward over it preventing any of the villagers from using it for the purpose. A criminal charge brought against one of our respected citizens, Muthinti Gavarraju Garu, a longstanding Congress worker, has been dismissed by the Sub-Magistrate; but it appears an appeal is contemplated.

4. Finally the dry rice (Budama) crop standing on the fields is prevented from being cut down or harvested by the ryots on the ground that rents are due to the zamindar. The landholder wants to enforce his own order that the ryots should not harvest their crops in lieu of proper proceedings for distraint, etc., in courts.

We therefore appeal to you that the present practice of demanding instalments of rent (from September to December) is most unfair and inequitable, because neither the dry nor the wet crops will have been completely harvested by that time; and we request you to see that proper and convenient instalment preferably March to June are arranged by the zamindar for our paying rent. We trust this crying evil will be remedied immediately.

**Memorandum by the ryots of Gaddanapalli, Veeravaram B and C estate, Peddapur taluk, East Godavari district.**

The petitioners represent that a dry rate of Rs. 8 per acre and wet rates ranging from Rs. 30 to Rs. 50 per acre are in force in the village and that a serious loss of crops is being sustained for want of repairs to the irrigation channels from the Yelati river, by the zamindar. They further represent that the Harijans have no drinking-water facilities, they not being allowed to use the local tank. It is also represented that the zamindar who used to give annually Rs. 800 for the upkeep of the temple having failed to do so for the last five or six years, the temple is in bad repair and that there is no amity between the people and the estate officials "as no facilities are provided for the ryots." They request that the joint pattas may be split up into single pattas, that changes in the registry of pattas may be made then and there and that the Government may be pleased to take necessary action for the execution of repairs to irrigation works, and to prevent the ryots from becoming bankrupts on account of failure of crops.

**Memorandum by Mr. Gunnam Virrayya and other ryots of Pandalokota village, Pittapur, Ramachandrapur taluk, East Godavari district.**

The petitioners represent that three years back the present Maharaja enhanced the old rate of rent by 1 anna and 6 pies in the rupee and that he has sued them in court in this connexion, summons being issued by the court since the 1st December 1937. They request that they may be protected from further proceedings against them, by a stay order being issued by the Government.

**Memorandum by Mr. J. Virraju, President of the Congress Committee, Somavaram village, Peddapur taluk, East Godavari district.**

The petitioner represents that dry crops alone are raised in the village and that the cultivation expenses of Rs. 15 and the estate rent of Rs. 8 come to Rs. 23 per acre, while the maximum yield comes to only Rs. 18 or Rs. 20 per acre with the result that the people are poverty-stricken. He further represents that there are 1,200 people in the village owning 700 acres of land and paying Rs. 5,000 in the shape of rent and that their total indebtedness comes to one lakh of rupees. He requests that the lands of the village may be compulsorily surveyed and the rent fixed as per the rate obtaining in the Government villages, and that the rent may be made payable in five instalments from February to June. He suggests withdrawal of the powers vested in the zamindar in regard to the distraint of movables and requests that the estate authorities may be prevented from troubling the ryot in the matter of payment of rent till the date of the last instalment.

**Memorandum by Mr. Inuganti Narayanarao and other ryots of Thondangi, Srungivriksham, etc., villages of Tuni, Pillayur estate, Tuni division, East Godavari district.**

The petitioners represent that there are no irrigation facilities to their villages and that having taken up a vindictive attitude against them for their having voted in favour of the Congress in the recent Legislative Assembly elections, the zamindars have been harassing them ever since. They further represent that the Moratorium Bill is unsatisfactory and that the zamindars have been distraining and selling their lands subsequent to the publication of the Bill, and request that the Bill may be given retrospective effect from the 23rd September 1937 and made applicable to all ryots and labourers.

**Memorandum by Mr. Jonnada Ramayya and other ryots of Madhavapuram village, Pittapur estate, Pittapur taluk, East Godavari district.**

The petitioners represent that their village has often been inundated during the rainy season and that there is danger to life in their trying to escape from the village in the flood season, the village being surrounded on all the four sides by canals. They further represent that in the absence of a bridge over the Vajjari canal, they are obliged in rainy season to travel along the railway line to proceed to their taluk headquarters, Pittapur, and that they are being fined or imprisoned in default of payment of fine for thus walking along the railway line, as a result of the criminal proceedings instituted against them by the Madras and Southern Mahratta Railway Company. They request, therefore, that a bridge may be constructed over the Vajjari canal to enable them to leave their village during times of inundation and that an embankment of about two furlongs in length may be constructed from the mango garden of Ravula Venkayya right up to the burial ground, to effectively protect the village from inundation.

**Memorandum by Mr. Maddali Mallugaraju and other ryots of Veldurthi village, hamlet of Dontamuru, Peddapur taluk, East Godavari district.**

The petitioners complain that the rates of rent they are paying to their zamindar are abnormal, these ranging even up to Rs. 30 to Rs. 40 per acre and that their crops fail for want of repairs to irrigation works. They pray that the rates of rent may be reduced and the rent made payable in three monthly instalments beginning from January, that the Government may assume control over irrigation works and that a land mortgage bank may be provided for their village and other villages of Peddapur taluk.

**Memorandum by S. Ch. Subbaraju and other ryots of Viraraghavapuram village of Kolanka and Viravaram estates, Pittapur division, East Godavari district.**

The petitioners represent that in spite of the fact that the zamindar gets an income of over Rs. 7,000 on the village, he has failed to effect any repairs to "Ceddakurimidi tank for the past twenty years and that, certain urgent and minor repairs to "Chinakrindakurimillu" and "Gorrikhandivaradhikattu" having been neglected, serious loss has been caused to crops by inundation. They further represent that by holding out the threat of expelling the tenants from the lands, the zamindar has enhanced the rates of rent up to Rs. 20 to Rs. 26 per acre. They complain that the zamindar through his influence has "unfairly" occupied certain vacant house-sites, raised coconut gardens therein and leased them out and that he has likewise monopolised another elevated site which would be highly useful as a public grazing ground for cattle, for an orange and mango garden. They request (1) that the Government may effect the necessary repairs to irrigation works as the zamindar has failed to effect them promptly, (2) that provision may be made for the grant of remission in cases where crops fail due to drought or inundation, (3) that the rent may be reduced to a rate of Rs. 12 per acre, (4) that the collection of rent may be made from January onwards, (5) that joint pattas may be split up into single pattas according to actual enjoyment and that (6) the sites of the coconut and orange gardens referred to above, together with the income derived therefrom by the zamindar ever since his encroachment on the same, may be restored to the public.

**Memorandum by Mr. Simhadri Appanna, ryot of Chintalur village, Thotapalle estate, Peddapur taluk, East Godavari district.**

The petitioner represents that in the year 1874, the grandfather of the present zamindars granted the lands as inam lands to the petitioner's forefathers to be enjoyed free of rent and that subsequently at the time of the inam settlement the then holder of the inam lands was dissuaded from obtaining a patta in respect of his lands from the authorities by the zamindar 'who told him that the Government would exact services' from the applicants for pattas if the latter be granted by them in respect of inam lands and assured him that he would not interfere with the said lands.' He further proceeds to say that the inam lands having been accordingly retained in the name of the zamindars, these have been under the sole enjoyment (free of rent) and possession of the petitioner's forefathers down to the petitioner, that the present zamindars persuaded him to ostensibly enter into registered muchalikas in respect of his own lands to serve as an inducement to other tenants to submit themselves to a general enhancement of rents contemplated by the zamindars and that though the petitioner was assured orally of the continuance of his enjoyment of the lands in his possession free of rent even after his entering into such muchilikas, and though he was in the alternative threatened with several hardships, he refused to execute such muchilikas in respect of his land. He alleges that the zamindars having won over his younger brother Simhadri Ramayya by having given him a job and retained him in their service ever since, have managed to get a muchilika written by him not only for his own share of land but also in respect of the petitioner's share of land. In conclusion, the petitioner asserts that the muchilika written by another person for the lands in his possession, which have been enjoyed free of rent or tax for the past 70 years is void and prays that the Government may be pleased to declare the muchilika executed in respect of his share of the inam lands null and void and pass orders upholding his hereditary right over the lands.



**Memorandum by Mr. Simhadri Venkayya, Chintapur village, Peddapur taluk,  
East Godavari district.**

This petition is identical with petition No. 116 except that the present petitioner states that under the threat held out to him, he had executed a muchilika and that some years later the zamindar on the strength of the same obtained a decree in a revenue court against the petitioner. He expressed the fear that the present Receiver managing the zamindari may at any moment involve him in trouble by using the muchilika and the decree and prays that his hereditary claim to the free enjoyment of the lands may be upheld by Government by a specific order.

**Memorandum by Mr. C. Chinnareddi and others of the Ryots' Association, Nagulapalle village via Pittapur, East Godavari district.**

The petitioners represent that the service levies and kattubadies introduced by the zamindars from time to time have no justification and request their cancellation after enquiry. They further state that thirvaijasti (water-rate usually charged on irrigated dry lands) is unfairly levied on the dry lands brought under wet cultivation by the tenant's own efforts without any help from the zamindar and on dry lands irrigated by baling. They urge the need for drainage channels, complain of the lack of repairs to irrigation works, and request that the grazing, usufructuary and fishing rights pertaining to irrigation tanks, 'now the monopoly of the zamindars,' may be vested in village panchayats. Pointing out that the present collection by the zamindar of water-rate on crops like gingelly, chillies, onions, etc., grown after paddy crop is harvested is unfair, they urge that the same should be stopped. They stated that in respect of certain lands included under the head 'Darimila inams' for which cesses alone were formerly charged, 'unbearable peshkash' has subsequently been levied and request that the said peshkash may be reduced 'as far as possible' by the Estates Land Act Enquiry Committee. In conclusion, they represent that kattubadi which is being collected by the zamindars on quit-rent inams and service quit-rent inams in respect of wet lands alone to the exclusion of dry lands, looks like water-rate and seems to be 'unfairly' collected in view of the fact that the levy made by the zamindars on inam lands of the Government and mamul wet lands, etc., is improper and pray that the same may be cancelled.

**Memorandum by Mr. Yadigiri Venkayya and other ryots of Thetagunta village,  
Kotham estate, Thuni zamindari, East Godavari district.**

The petitioners submit that the poramboke lands lying from the north of the burial ground up to the village site of billavaka have been assessed and granted on pattas, that the zamindar has encroached upon all the communal lands claiming the trees thereon, as his own, that while they were obtaining fuel, wood, earth and stone free of cost from time immemorial they are now forced to obtain permits for the same, that they do not enjoy the benefit of the forest and that separate registry is not done with the result that the lands of joint pattadars are attached for arrears of rent of defaulters among them. They complain that there are about 20 tanks in the estate whose beds and channels are on a level with the surrounding lands due to want of repairs, that the estate is indifferent to their representations to effect repairs to them, that even when the estate sanctions some thousands for the repairs, the estate officials spend a few hundreds and make 'a show' of having done the repairs, 'misappropriating the rest,' that water sources to the tank are obstructed by the people of villages situated higher up and utilized for wet cultivation with the result that they do not have sufficient water in their tanks. They pray that the matters stated above may be enquired into and justice done to them.

The file contains another petition from A. Narasimham and others, jeroytidars and holders of service inams of Thetagunta, Timmapuram and Venkatapuram villages belonging to Kotham Estate, East Godavari.

The petitioners submit that the Venkatasetti tank which irrigates their lands receives its supply from the hills and waste lands above the tank, that one Appalaraju has obstructed the supply channel to the tank at about three furlongs above the tank-bed and has been diverting the water to his dry lands and raising wet crops thereon to the detriment of the *mamul* wet lands under the ayacut of the tank, that as the said Appalaraju could not be dissuaded from obstructing the supply, they submitted two petitions to the Diwan of the Kotham Estate in vain, that they have not been able to raise crops for the last ten years, that the estate has, however, been collecting full rents from them by subjecting them to innumerable troubles and that the lands under

the ayacut of the tank have not been cultivated this year as it is not profitable. They represent that though they pay Rs. 3,000 to the zamindar and Rs. 400 to the Government for lands under a single tank, the zamindar does not care to effect repairs to it and prevent obstruction to the water sources by the said Appalaraju, that they are too poor to give bribes to the Diwan and others to make them evince interest and that when they tried to prevent the obstruction themselves, they were threatened with murder. They pray that the tank and the channels may be inspected and remission granted to them for this year. (Copies of the petitions submitted by them to the Estate and the Deputy Collector, East Godavari, in respect of the obstruction to the source of supply to the tank are enclosed in the petition.)

**Memorandum by Kurimella Ramarayanam and other ryots of Pudur village, Pittapur estate, Cocanada taluk, East Godavari district.**

The petitioners represent that, the survey and settlement of the village having been effected about 20 years back, hardship is caused by the rent being collected as per the extents of azmaish accounts, 'though the extents, as per survey, work out to only a half of the azmaish area.' They complain that the cultivation expenses come to Rs. 20 per acre and conveyance charges for marketing come to Re. 0-2-0 per bag, that the kist instalments begin so very early as to inconvenience the tenants and that 'while practically nothing is left to the tenant,' the village officers 'prompted by animosities' take advantage of joint pattas and collect rents over and over exclusively from certain pattadars, leaving alone the others in the joint patta. They allege that the zamindar is showing his high-handedness as regards regulation of water-supply and the leasing out of the grazing and usufructuary rights, etc., contrary to the wishes of the people and has been withholding the grant of the customary dues towards the celebration of festivities, etc., to the local deity. They further complain that repairs to irrigation works are meagre in some cases and nil in other cases and that the incidental repair charges of breaches, etc., 'which ought to be borne by the estate' are 'unjustly' collected from the villagers. They urge the need for widening culverts and providing drains and protest against the lack of provision for remission in the event of drought or inundation and against the levy of six pies per cart-load of sand or mud removed by tenants from waste and poramboke lands.

*N.B.*—The petition is addressed to the Secretary, East Godavari District Congress Committee, by the ryots of Penumarthi village, Pittapur estate, Cocanada taluk, East Godavari district, and does not bear any signature.

It is represented that the cultivation expenses of ryots of the village come to Rs. 32 per acre, that the market for agricultural produce is 7 miles off and that the rent on the land is being enhanced and coercive measures are being adopted in the collection of arrears of rent. It is complained that among joint pattadars even if some happen to have paid up their rents, the outstanding arrears and collection expenses in respect thereof are being collected from one and all of the joint pattadars. It is further stated that in spite of several petitions from the villagers, the village does not get the share of water-supply due to it from the irrigation tank and that thereby loss is being caused to the crops 'due to the neglect of duty on the part of the estate.'

**Memorandum by Mr. Sagiraju Subbaraju, Raparathi village, Kolanka estate, East Godavari district.**

The petitioner represents that the village shares water-supply by turns from a common source with its sister village Gokivada of Kolanka Thana and that about 40 years back at a jamabandi nominally held for the purpose, the rent on Raparathi village was enhanced by Rs. 1,500 on the grounds that some repairs were effected to the irrigation tank and that ever since the rent has been enhanced by Rs. 1,000 once in every three years at a jamabandi 'nominally held' when two or three persons were fed with hopes of participation in the management of the village affairs. It is stated that in this manner, the demand of the village has been enhanced to Rs. 8,000 by the time the Estates Land Act came into force, and that at the same time no repairs worth the name have ever been made to irrigation works except in 1904-05 when the feeder channel named 'pamu' supplying water to Raparathi tank was cleared of the accumulated silt. It is alleged that subsequently the Estate officials, having received some gratification from the villagers of Gokivada, had closed up the feeder channel of Raparathi village to a length of about four furlongs and that on a criminal charge being launched against the villagers of Gokivada, the case was dismissed on the evidence tendered by the Estate authorities with promises to provide water-supply to Raparathi village through

the Gokivada tank. In conclusion the petitioner states that being tired of going to court, the villagers of Raparthi have been putting up with the hardships in regard to the receipt of water-supply which is said to be meagre for want of repairs and that one Garaga Venkanna has encroached on the old channel area, and prays that the old channel supplying water to Raparthi village may be scrutinized with reference to records and restored.

**Memorandum by Mr. Pendem Naganna and other ryots of Panasapadu, Atchampeta and Koppavaram villages, Pittapur estate, Cocanada taluk, East Godavari district.**

The petitioners request that the present rents which are excessive may be reduced, that the attitude of indifference on the part of the zamindar in the matter of effecting repairs to irrigation channels and drains may be checked and that the old system of the zamindars advancing money to the tenants for agricultural purposes to be recovered on the yield may be revived in the interests of both the parties. They urge that provision should be made for the grant of remission to meet seasonal adversities and that as the present kist months from September are inconvenient, the tenants being then hard-pressed for money, the kists should be collected from January onwards. They insist that notices demanding rents may be issued to all the persons concerned (pattadars, undertenants, leaseholders, etc.), and that the distraint of movable may be dispensed with. They complain that the water-rate has been enhanced from time to time from Rs. 2-8-0 to Rs. 6-4-0 (Rs. 6-15-6 inclusive of cesses) and that a rate of Rs. 12 is being collected for inam lands and demand their reduction. They pray that adequate drainage facilities may be provided by widening and deepening the existing drainage channel and by digging another to drain away the water to the sea at Vakalapudi, 3 miles off. In conclusion, they represent that their villages being situated at the tail-end of the channel supplying water to Samarlakota, Bhimavaram, Vundur and Mamilladoddi, etc., villages, they are experiencing difficulties in the matter of securing proper water-supply and request that a side channel may be exclusively provided for their villages and that water may be supplied to them by systematic turns.

**Memorandum by Mr. J. Venkateswarlu, Burugupudy, Jaggampet P.O., Peddapur taluk, East Godavari district.**

The petitioner represents that formerly when the local tank named Apparayasagaramu was constructed, the lands needed therefor were taken from the ryots of Burugupudi either by paying for them or by giving other lands as compensation for them on the understanding that they would be entitled to the free use of the tank water for their lands in the village and that contrary to this thirwajasti at varying rates, as per instance 11 maunds of jaggery per acre of sugarcane cultivation, are now being unfairly collected. He complains that in spite of all this, the tank-water is drawn out only when it is needed for the zamindari seri lands at Katravulapalle, 7 miles off, instead of whenever the village ryots are in need of it. He further represents that the 'Kandi' channel formerly meant for clearing away the surplus water of the tank is now utilized as the drainage channel of Burugupudy village and as the supply-channel to the zamindari lands at Katravulapalli. He complains that the channel originally being 12 feet deep served well for the clearance of surplus water but that due to disrepair it is not even a yard deep at present, that the surplus water of the tank flows over the fields and spoils the crops, gives rise to several feuds, continues to flow for ten to fifteen days at a stretch even after the rains are over and involves a loss of Rs. 10,000 to Rs. 15,000 to the village. He prays that the necessary repairs may forthwith be effected to the channel, that it may be always maintained in good condition and that the village may be enabled to receive water-supply whenever needed, free of charge.

**Memorandum by Mr. Bollina Ramayya and some other residents of Khandrika Sada Ramavaram, Chintalapudi taluk, Chintalapudi Post, 'Mokhasa.'**

- I. (a) The ryot is the proprietor of the soil.
- (b) (Not given.)
- II. (a) That which is assessed in accordance with the price of the produce.
- (b) A fair rent should be determined on the basis of the net income that is left after deducting the cost of cultivation from the value of the crop yielded.
- (c) There should be statutory provision for remission.
- (d) A fair rent should be fixed permanently once for all.
- (e) Yes.

- III. (a) Powers of collection of rent need not be revised.  
 (b) This question does not arise.  
 (c) Collection of rent and sale of holdings, etc., to be done through Village Panchayat Courts.
- IV. (a) Tenants should have inherent rights to water-supply.  
 (b) No.
- V. (a) Yes..  
 (b) Government should undertake the work and then recover the cost from the landlord.
- VI. The landlord should not demand any such levies.
- VII. (a) Tenants at present have no right to use natural facilities for the purpose of grazing cattle and for agricultural implements. They should be given these rights.  
 (b) Tenants should have rights to use them for domestic and agricultural purposes.  
 (c) Both zamindars and ryots should have rights.
- VIII. (a) The Provincial Government should maintain irrigation sources and works and recover the cost from the landlord.  
 (b) The Provincial Government have the power to execute them.  
 (c) Such powers should be applied by the Government *suo moto*.
- IX. There should be yearly jamabandi.
- X. Undertenants should have no rights.  
 (a) Yes.  
 (b) Disputes of ryots should be tried in special courts.
- XII. (a) The ryot should be evicted by instituting proceedings in special courts.  
 (b) The law does not require any revision.

**Memorandum by Mr. Penupotla Satyam, etc., ryots of Subbampeta village, Pittapur estate, East Godavari district.**

I. (a) Society is the real proprietor of the soil. As the Government is the agent of society, it has become the proprietor of the soil. The tenant should, therefore, get full rights from the Government without any obstruction of intermediaries.

(b) The ryot should have all the rights connected with the cultivation of the soil such as growing trees, cutting them, constructing houses and sheds and digging of wells, etc.

II. (a) One-sixth of the net income on the land is a fair and equitable rent. Net income is arrived at by deducting the cost of seeds, labour, work done by the members of the ryots' own family, maintenance of cattle, etc., from the value of the total produce of the land.

(b) A fair rent should be fixed with reference to the nature of the soil, irrigation facilities, nature of rainfall, i.e., whether the rainfall is too much or too scanty, the extent to which the land depends for its water-supply upon rainfall, the prices prevailing, marketing facilities like roads and distance from towns. Rents in zamins may be compared with the rates prevailing in the Government ryotwari villages. Since the productivity of the soil depends upon the solvency or otherwise of the ryot, the economic condition of the ryot should also be taken into account.

(c) There should be a statutory provision for remission. Remissions should be granted in accordance with the following procedure :—

(1) Whenever there is failure of crops, Government officers should, on the recommendation of village panchayats, personally visit the places and send their reports. The zamindari officials should have neither the power of making enquiry nor of granting remissions. The Provincial Government to have such rights. Zamindars cannot be impartial in these matters on account of self-interest and political bias.

(2) What a full crop is in respect of every land should be determined on the basis of 'tharam.' If the yield is only a half of this full crop or less than a half, remission as a rule should be granted.

(d) A fair rent should be fixed permanently once for all.

(e) Yes.

III. (a) The present provisions relating to collection of rent need revision.

(b) Power of collection of rent should be taken away from the rent collectors of zamindars and entrusted to Government officials and village panchayats. Very often four or five ryots possess lands under one patta and the zamindar worries the ryot who

has paid the rent for the default of another. It is therefore advisable to carry out settlement operations and issue separate pattas after determining the actual extent of each ryot's land.

(c) The Government to take over the responsibility of collection of rent and recover the cost thereof from zamindars.

IV. (a) Lands registered as 'wet' have an inherent right to all natural water-sources. But in the case of those lands which have to depend completely upon rainfall, the ryots occupying such lands may make agreements with the zamindar, if they require water-supply from the estate water projects and canals.

(b) The landholder has no superior right in the natural water-sources. The right of the landlord in water-sources is only to the extent of maintaining them and keeping them in good condition and repair.

V. (a) Yes.

(b) Since the ryot is not in a position to bear even a portion of the cost, and since the zamindar also stands to gain very much, the whole cost is to be borne by the zamindar.

VI. The landlord cannot demand any such levies in addition to the rent proper.

VII. (a) The zamindari ryots should have such rights. Ryots are not allowed to cut trees planted and grown by themselves on the ground that all the trees in zamin lands belong to the zamindar prior to 1908.

(b) The ryot should have an inherent right in this respect.

(c) The landholder claims all right over burial-grounds, tank-bunds, canal bunds, porambokes, etc. Properly speaking, rights over public paths, communal lands and forest porambokes belong to the society (the public). Village panchayats should, therefore, be entrusted with full control over them.

VIII. (a) (1) All minor irrigation works should be placed under the authority of village panchayats. (2) All the major works should be taken over by the Government and maintained and repaired by experienced Public Works Department officers. All charges incurred in this connexion to be recovered from the zamindar.

(b) The Provincial Government should possess such rights.

(c) Such powers should be exercised by the Provincial Government *suo moto*.

IX. There should be yearly jamabandi for zamin villages as is the case with Government ryotwari villages.

X. The undertenant should be granted remission of rent in proportion to the land rent he pays to the tenant. He should also be permitted to pay rent in instalments like the tenant. The crops cultivated by the undertenant should also be subjected to the zamindar's rent.

XI. (a) & (b) Special courts consisting of Government officers and popular representatives of the area concerned should be constituted and disputes between landholders and tenants tried therein.

XII. The lands under unauthorized occupation should be assessed at rates of rent applicable to adjacent lands and pattas should be issued to the tenants concerned in respect of them. As a sort of punishment, double the rate of rent should be collected for the first year. No other relief need be given to the zamindar.

In addition to answering the questionnaire, the petitioners request that the following points may also be considered:—

(1) Rents are now being collected in instalments from September to December in most of the estates. This system should be changed and rent collected from March to June in four instalments.

(2) Huge arrears of rent are due to the fact that zamindars did not grant remission when crops had failed. These arrears should either be written off or a moratorium declared until the Government passed the Agriculturists' Debt Relief Act.

(3) Zamindars let out water from tanks in the month of Kartika (Telugu month corresponding to November) and thereby cause great hardship to villagers and their cattle during summer. It is therefore requested that arrangements may be made to stock water in tanks throughout the year.

**Memorandum by the zamin ryots of Siripuram village, Siripuram estate, Palakonda taluk, Vizagapatam district.**

(Note.—This petition is exactly identical with petition No. 260 dealt with above.)

**Memorandum by the ryots of Gobburu village of Rajam Tana, Bobbili zamindari.**

(Note.—This petition is exactly identical with petition No. 257 dealt with above.)

**Memorandum by the ryots of—****I. (a) Ryot.**

(b) A zamindar is otherwise an agent that collects a legal share which befalls to the Government, out of the crop produce of the field. A zamindar has no other rights except the right of collecting such rents. So long as the ryot remits the Government's share out of the crop produce, he has an inalienable right over the land. The "kudivaram" right belonged to the ryot before the Estates Land Act came into being.

II. (a) It is justifiable to fix the rate of rent not exceeding one-eighth of the whole produce of the field, taking example of the ryotwari rent rate.

(b) (i) The nature of the land, soil, the status of the adjoining ryotwari lands, and the class.

(ii) The measures of improvements which the zamindar made with regard to the water-supply for the irrigation purposes.

(iii) The expenses which the ryot has to meet with for his cultivation.

(iv) The sources of the water-supply.

(v) The market rate of the various produces of the land, convenience of markets to deliver the produce, roads and the other necessary comforts.

(vi) The family expenses of the ryot, seeds for the coming year, the amount of money which should necessarily be not aside to purchase the irrigation implements.

(vii) A subsidy to avoid scarcity of provisions and to invest upon khadi and other rural industry to be occupied during the period of rest from cultivation.

(c) Yes. The land rent must be refunded when the cultivation is utterly ruined either owing to excess of floods, or either from scarcity of water or when the water is not supplied by the zamindar's sheer negligence. The rent is to be dismissed completely when whole or more than three-fourths of the crop produce goes to ruins. If half the produce is ruined, half of the rent is to be refunded.

(d) The amount of kist need not be settled once for all. But some regulations or rules can be framed to decide a reasonable rent. That must be known to the ryot. The power of rating the rent according to the rules or regulations must be vested either to the officials of the Government or to the court.

(e) The Government should reserve for itself such rights. They must be promulgated subject to some conditions. The appeal over them must be either to the civil court or special court.

**III. (a) An amendment is indispensable.**

(b) The right of distraining a movable property together with crop produce must be dispensed with. Some more rules must be framed in connexion with the field auction. Either personal or registered notices must necessarily be served at the time either of distraint or of auction, to the patta owners, joint tenants and mortgagees. The method of collecting rents may be considered to effect the method of ryotwari villages.

(c) (i) The legally authorized agent of the zamindar must be publicly declared in the villages.

(ii) The privileges of remitting the rents through posts and through Government treasuries must be multiplied.

(iii) Three equal kisties must be arranged for every fasli in the middle of January with regard to the instalments of paying the rents.

(iv) If the owner of a separate piece, in a joint patta remits a legal or reasonable rate of rent to that particular separate piece of land, the zamindar, in order to collect the balance of income of the whole patta, must take action against the remaining shareholders holding the respective places of that pattas, beforehand.

(v) The payments must be credited to the current year and also to the year previous to the current year; and the collected rent should under no circumstances be credited to the past fasilis unless the ryot concerned complies to the same, in writing.

(vi) The zamindar must inform the ryot if the latter requests him, paying the postal, and other needful expenses, concerning the details as to the remittances of rent made by the various ryots enjoying the possession of the respective pattas.

(vii) Suits against rents must be filed only in the civil courts.

(viii) The rent suits must be of reduced stamp duties to effect a small cause nature.

(ix) All the rent suits not exceeding Rs. 50 must be arranged to be filed in the village courts.

(x) Distraint and auction notices must be served to all as mentioned in paragraph (b).

(xi) If the zamindar happens to purchase a land, in an auction sale, the ryot must be allowed to reserve the right of preserving the land for himself, provided he pays the overdue rent, interest, and other legal expenses within a year.

IV. (a) The water right is inseparable with the land right of the ryot that cultivates just by the side of water resources. Contracts may be arranged to supply water by means of special new canals, to the lands situating at some distance. But the contract rates must be subject to certain conditions to avoid fluctuation and request enhancement of rates. The question as to whether a land included in the ayacut must be independent of the authority of the zamindar. They must be settled either by the Government or by civil court.

(b) Zamindar has no, more rights. It is wrong on the part of the zamindar to claim that right. The improving of the water sources is incumbent on the zamindar simply because he is regarded as a benefactor. He can collect in the manner of rents for the expenses from the lands that have not been regarded as the ordinary wet lands. The zamindar should not attempt to draw any profit over them. The water rights must be settled strictly according to the conditions provided in the Act instead of allowing the zamindari employees to exercise over them.

V. (a) Yes.

It is necessary to proceed to survey and to settle the records of rights. Many estates have not been surveyed even to this day. It is the origin of many a dispute. In such cases the disputes are being settled by the employees of the zamindar and their decision is final and without appeal. The zamindars have not been taking care to survey their estates. The survey must of course be introduced and the survey settlements must be made forthwith.

Joint pattas must necessarily be separated when the ryot desires, and necessary arrangements must be made in the Act to effect the transfer of pattas.

(b) The zamindar and Government must bear it. It is not necessary that the ryot should bear it, nor are they financially in a state to bear them.

VI. No. In olden days when the income of the zamindars is too low the ryots used to enjoy many privileges when the income of the zamindar used to revert into the villages. The circumstances of nowadays are far from being such. There is no reason to collect additional commission as apart from the rents fixed in pattas.

VII. (a) There used to be a right for the ryot, before the Estates Land Act came to function, to graze his cattle, to get manure and wood for the implements of cultivation from the forests as well as from the meadows of the zamindar, gratis. Since the advent of Estates Land Act, the zamindars usurped the old said rights of the ryots and made them their own property. Therefore, for the ryots, certain rights must be reserved decisively to use the forests and meadows as they used to do in old times. Some rules may be imposed on the ryots to guard the trees and forests from being damaged. Certain privileges should be shown to the poor ryot that does not possess a meadow of his own. The forests, meadows, uncultivated and barren lands must be left for the common benefit of the villagers.

(b) The ryot must have a full right to use them, and the zamindar may use them along with the ryot. To avoid disputes and the consequent ruin of them; and to make certain arrangement by framing some rules; so that the privilege of them may be enjoyed in common; and to vest those powers in the absolute authority of village panchayats. In the event of certain matters, pertaining to the zamindar, called on to be decided, the privilege of allowing the representative of the zamindar in the board, may be granted. If a forest belongs to many villages the powers of managing over it must be vested to the authorities of the district board or to the Government. The zamindar may use them for themselves, subject to a condition (paying a probable licence fees), as may safeguard the rights of the ryot.

VIII. (a) The big water sources and small water sources must be under the control of the Government and village panchayats, respectively. The zamindars may assume powers of managing over them as trustees only. The zamindar may water his fields situating within the ayacut, along with the other fields.

(b) The rules and water rights of an ayacut must be fixed by the Government only. The zamindar needs must, as a trustee repair the water sources. In the event of his failing to do the same, the consequent failure of crop must be made good to effect refund of rent. The ryot must have a right to collect such refund of rent. The Government must reserve for itself certain special powers to repair the water sources, if necessary, even though the zamindar is reluctant of it.

(c) The Government must exercise through the officials concerned, in person. At present the zamindars are not taking an adequate interest in the same. The ryots have neither the knowledge sufficient nor the courage. They will be afraid of the estate employees. Fresh arrangements may be made for the convenience and benefit of the ryot and expenses thereof may be collected from the ryots, to whom the benefit accrues. In this the zamindar should not desire any profit.

IX. An annual jamabandi is indispensable. In the annual jamabandi the encroachments of lands, intended for common benefit, the loss of crop, the measures to be taken for the annual repairs of the tanks and canals, and disputes arising from overdue rents, may be dealt with and decided. The annual introduction of jamabandi will keep close the ties and foment the faith of ryots and consequently the zamindar will have an occasion to realize and have the consciousness of their responsibilities.

X. Some of the patta-owners possessing large areas of land are like the zamindars. Certain wise rules must be framed against their untimely and unreasonable attempts to increase taxation and removing their tenants from those lands which they do not, on such an event, mean to reserve them for self-cultivation. The landowner must have a right to remove a tenant only when the latter incurs trouble to the landowner by way of eluding to pay the rent in time. He must be allowed to reserve the right of paying the rent to the zamindar on his behalf and the balance to the patta-owner. He must be allowed to reserve the usual privileges along with the other ryots.

XI. (a) This power ought not to be vested to the Revenue Board. In this connexion the power of finally deciding a matter must be vested either to the special tribunal court or to the High Court.

(b) They must be decided in civil court. If a special court is intended to be started, the court must be of veteran lawyers or men of great experience in law and justice.

XII. (a) If a ryot encroaches a land belonging to the estate, the zamindar may collect from him a legal and reasonable rent from that ryot. The zamindar should not ask such ryots to quit the land unless for special adequate reasons as reserving that particular land for him to be cultivated.

The tank-beds, barren and other uncultivated lands must be removed from the occupation of the ryot and handed over to village panchayats.

(b) Such amounts may be given as the first mortgage on the land.

When the agra-harams happen to be under the control, either of an association or some two or three people, they can be considered as estates. When they are alienated and happen to fall into possession of small inamdars, it is not reasonable to deprive such inamdars of the "kudivaram" right.

The ryot must have an equal right with the zamindar over mines that may be found in the jirayati lands.

**Memorandum by Mr. D. Hanumanta Rao, General Secretary, Rajahmundry Taluk Ryots' Association, dated Undeswarapuram, the 27th November 1937.**

I. (a) The ryot who cultivates the land.

(b) Zamindar is only the agent of the Government created for the sole purpose of collecting the revenue but the ryot has got the sole right of the land as long as he pays the rent.

II. (a) The fair and equitable rent is one which will be fixed on the net income of the cultivator.

(b) The net income, i.e., after taking away the agricultural expenditure and the maintenance of the cultivator's family from the gross income, of the cultivator is to be charged in gradation.

(c) Yes. Rent should not be collected when the gross income is less than the sum of the agricultural expenses and the cost of maintenance of the cultivator's family.

(d) It is advisable to enunciate principles to determine what is a fair and equitable rent, leaving it to the officer or court concerned to arrive at the figure in consultation with the ryot representatives.

(e) The Provincial Government must have reserve powers to revise, alter or reduce only by legislation.

III. (a) The powers of collection of rent now given to landholders under Madras Estates Land Act require revision.

(b) The village panchayat (elected on adult franchise) must collect the rent. And after deducting the (1) expenses for collection, (2) cost of maintaining irrigation sources and works, (3) peshkash, (4) local cess, etc., the remaining sum must be given to the zamindar. If the total rent collected is less than the sum of 1, 2, 3, 4, remission of peshkash should be granted.

(c) The procedure will be simple and less costly only when it was handed over to the village panchayats.



IV. (a) The rights of the ryot to water-supply inherent as being appurtenant to the land.

(b) The landholder has no right at all in the water-source. He was only a mere trustee entrusted with the duty of equitable supply of water to the lands under the source.

V. (a) All the estates should be compulsorily surveyed and records of rights maintained.

(b) The cost should be borne by the Government and its agent in proportion of the peshkash and the net income to the zamindar on the estate.

VI. The zamindar should be prohibited by statute from demanding any levies, customary or otherwise, from ryots.

VII. (a) Cultivators should be allowed to utilize free of cost the local natural facilities such as grazing of cattle, collection of green manure, wood for agricultural implements, etc.

(b) The cultivators have got inherent right to use them free of cost for their domestic and agricultural purposes.

Agricultural labourers have got the right to bring head-loads (firewood) free of cost even for selling.

(c) Public paths, communal lands and hill and forest porambokes were intended for the use of all villagers. Neither the ryot nor the zamindar has no right to encroach upon such lands. All the villagers have got collective right to use.

VIII. (a) The capacity and the extent of the irrigation source, condition of the supply channels, the extent of the ayacut, etc., the principles followed by the Government in ryotwari should be the guiding principles for the purpose of maintaining irrigation source and works.

(b) The Provincial Government should immediately take control of all irrigation sources and works in all the zamindaris and proceed as in ryotwari villages.

(c) Such powers should be vested in the Government to be applied *suo moto* and on application by parties.

IX. Yearly jamabandi is necessary.

X. The cultivator of the land must have the sole right of the land as long as he pays the rent. He must be given patta.

XI. (a) The Board of Revenue should not be the final appellate or revisional authority in proceedings between the zamindar and the ryot. The High Court of Judicature should be the such final tribunal.

(b) The village panchayats should be empowered to try all suits existing between the zamindar and the ryots.

*Other things.*

1. The kists in zamindari villages must be changed as in ryotwari villages.
2. The cultivators must have full right on trees in his land even though they exist before 1908.
3. Zamindars must be prohibited from cultivating more than 50 acres of land.
4. All *asara* and *cheri* lands must be given to the ryots without *nazarana*.

D. HANUMANTHA RAO,  
General Secretary.

**Memorandum by Mr. Mattapalli Gangarow and others, zamindari ryots of Samarlakota, Bhimavaram, Jagammagaripeta, etc., villages, Cocanada taluk, East Godavari district.**

I. (a) The tenant.

(b) The zamindar is only the agent of the Government for collecting the rent. He has no other rights. The tenant has every right so long as he pays the rent.

II. (a) A rate not exceeding one-eighth of the total produce from the land as in the ryotwari villages. If the zamindar does not undertake the work of collection and repairs to irrigation works, the expenses connected with them should be deducted.

(b) (1) Nature of the soil, its fertility and the class and taram of the adjoining Government lands.

(2) Irrigation facilities provided and improvements to land made by the zamindar.

- (3) Cultivation expenses, etc., of the ryot.
- (4) Water sources.
- (5) Prices of crops and marketing and transport facilities.
- (6) Ryot's family expenses, cost of seed, implements, etc.
- (7) Provision for famine times and cottage industries during leisure hours.

(e) Yes. Remission should be granted on account of seasonal conditions and failure of water-supply due to the negligence of the zamindar. Full remission should be granted in the case of total or three-fourths failure, while half-remission should be granted for half-failure.

(d) Need not be settled once for all. The principles guiding the fixation of equitable rent may be laid down. These should be made known to the ryot. The power to fix the amount of rent may vest in the Government officials or the courts.

(e) Yes. The Government should have powers to take executive action through their settlement officers. An appeal should lie to the court or special tribunal.

III. (a) Yes. Require revision.

(b) Summary distraint of movables and crops should go. Restrictions should be placed in the matter of distraint of land. Notice of attachment and sale of land should be given to all those interested in it to the knowledge of the zamindar, by registered post. The system of collection on the lines obtaining in Government villages may also be adopted.

Also, (1) The person authorized to collect rent on behalf of the zamindar should be notified in the village.

(2) Provision to make remittances through post and Government treasuries should be made.

(3) Rent may be collected in three equal instalments beginning from the middle of January.

(4) If one of the joint pattadars pays the rent for his share in the patta land, the zamindar should proceed only against the other shares of the patta for arrears due on those shares.

(5) Payments made should be adjusted to the current fasli and the fasli immediately preceding it. They should not be adjusted for the arrears of previous faslis without the written consent of the tenant.

(6) On request from a tenant and on payment by him of postage, the zamindar should give him particulars regarding the amount paid by each of the joint pattadars towards the rent due on the patta.

(7) All proceedings in rent suits to be conducted only in civil courts.

(8) Rent suits should be treated as small causes and bear reduced stamp duty.

(9) Provision may be made for instituting suits for petty rents not exceeding Rs. 50 in village courts.

(10) Notice of attachment and sale to be served on all the parties mentioned in the previous paragraph (b).

(11) If the zamindar himself purchases the land in sale, the tenant should have the right to have the land restored to him on payment of arrears, interest and reasonable expenses within one year of the sale.

IV. (a) The right of the tenant to water-supply is inherent as being appurtenant to the land, when the land is in the proximity of sources of water-supply; but in other cases the tenant may enter into contract with the landlord. Statutory provision should however be made that excessive rates are not charged. Whether or not a land should be included in an ayacut or near to it should be decided by the Government or a civil court. It should not be left to the discretion of the zamindar.

(b) The zamindar has no superior right. As the melvaramdar, he may be made responsible for the maintenance and repair of irrigation sources. He may collect the amount necessary for the same by charging water-rate on lands which are not mamul wet. He should not make any profit out of this. Distribution of water should be governed by clear, statutory provisions.

V. (a) The estates should be surveyed and a record of rights maintained compulsorily.

(b) The Government and the zamindar should share the cost.

VI. No.

VII. (a) The tenants had the right to utilize the local natural facilities such as grazing, etc., free of cost before the passing of the Madras Estates Land Act. But subsequently the zamindars have encroached upon this right. The right previously enjoyed by the tenants should be restored to them. The zamindar may be permitted to levy a fee on such tenants, to meet the expenses of guarding the forests, etc., but the poor ryots should have the right to use the natural facilities free of cost. Forest and hill porambokes and communal lands should be made to serve the community in the village as a whole.

(c) The tenants as well as the zamindar may use them in common. Hill and forest porambokes may be managed by village panchayats. If they are common to several villages, they may be managed either by the district board or the Government. The zamindar also may use them on payment of a reasonable fee, without infringing the rights of the tenants.

VIII. (a) The major works should be controlled by the Government and the minor ones by village panchayats. Zamindars may only have powers of management as trustees. Like other ayacutdars, they may also use the water to irrigate their own lands.

(b) Yes.

(c) Government to apply such powers *suo motu* as the ryots are ignorant and timid and are afraid of the estate officials.

IX. Yes.

X. Yes. Tenant should have the right to evict the under-tenant, only when he fails to pay the rent. He should be allowed to enjoy all rights in common with the other tenants.

XI. (a) No. The Board of Revenue should not have such powers. These should vest in a special tribunal and the High Court.

(b) Civil courts. If special courts are constituted, they should be presided over by persons possessing sound knowledge of law.

XII. (a) The zamindar is entitled to charge a fair rent. The tenant should not be evicted unless the zamindar really wants the land for a bona fide private purpose.

(b) These may be made the first charge on the land.

*Additional matter.*

1. Agraharam villages may be treated as estates when they belong to one or two persons or bodies. When they belong to several inamdars, each owning a small portion, it is not just that the inamdars should not have the kudivaram right.

2. The ryot should have equal mining rights in the jirayati land with the zamindar.

**Memorandum by Mr. Abbireddi Mangi Reddi and other ryots of Nagulapalle village, Pittapur taluk, Pittapur Estate, East Godavari district.**

I. (a) The tenant.

(b) The tenant should have all the rights necessary for cultivation.

II. (a) A fair rent is a rent which does not exceed one-sixth of the net income from land. Net income means the income after deducting all cultivation expenses and the cost of maintaining the tenant's family.

(b) The considerations are—

(1) Taram of the land with reference to the kind of soil and irrigation facilities;  
(2) amount of rainfall and seasonal adversities in respect of lands depending on rainfall;

(3) prices and marketing facilities; and

(4) the rates obtaining in the adjoining Government villages and the economic condition of the ryot.

(c) Yes. Remission should be granted when the crops fail. On the recommendation of village panchayats, Government staff should inspect the affected places and report to Government. The estate officials should have no power in this matter. Remission should be granted as a rule, when the yield is eight annas or less.

(d) Should be settled once for all.

(e) Yes. They should have such powers.

III. (a) Revision necessary.

(b) The powers of collection should be withdrawn from the zamindar and vested in the Government officials who should take the help of village panchayats.

(c) The Government to take the responsibility of collection and to recover the expenses of distraint, etc., from the zamindar.

IV. (a) The right to water-supply is inherent as being appurtenant to wet land. In the case of dry land irrigated by projects newly constructed by the zamindar, it is a matter of contract.

(b) No superior rights.

V. (a) Yes.

(b) The zamindar should bear the entire cost.

VI. No.

VII. (a) The tenants should be entitled to the use of natural facilities free of cost. They should have the right over trees in their holdings.

(b) They should be allowed to enjoy them free of cost or on payment of nominal licence fees.

(c) These should be reserved for communal purposes and full control over them should vest in village panchayats.

VIII. (a) The minor irrigation works should be under the control of village panchayats, while the major irrigation works should be under the control of the Government through the Public Works Department officials. The cost of repairs should be recovered from zamindars.

(b) The Government should pass legislation bringing all irrigation works in zamindaris under their control.

(c) To be applied by Government *suo motu*.

IX. Yes, as in the Government villages.

X. The tenant should grant the undertenant remission similar to that which he himself secures. The undertenant should be allowed to pay the tenant in instalments, in the same way as the tenant pays his rent to the zamindar. The crops raised by the under-tenant should be liable to the rent due to the zamindar.

XI. Special courts composed of Government officials and representatives of people may be constituted to decide cases.

XII. (a) The adjoining rate should be charged and the land should be given on patta to the encroacher. A penal rate of twice the rent should be charged for the first year alone. The zamindar should have no other relief.

(b) (No answer.)

*Additional matter.*

1. Rent should be collected in four monthly instalments from March.
2. Arrears of rent to be written off, or their collection to be suspended until legislation is made in the matter.
3. Water is now let out by the zamindar and the tank-beds are leased out for cultivation to the detriment of standing crops and cattle. This should be stopped.
4. Collection of taxes levied on certain service inams should be stopped.
5. Provision should be made for the removal of tirvajasti charged on certain dry lands brought under wet cultivation, by ryots' own efforts.
6. Tirvajasti levied on dry lands irrigated by baling should be removed.

**Memorandum by the zamindari ryots of P. Vemavaram, Cocanada taluk, East Godavari district, dated 29th November 1937.**

I. (a) Ryot.

(b) Zamindar is the agent who collects the lawful share of the Government from the produce of the land. Excepting such right of collection, no other right has the zamindar for him. As long as the Government's share is paid, the ryot has every right over his land and before the P States Land Act the right of kudivaram belonged to the ryot only.

II. (a) In the ryotwari villages it is proper that the revenue should be taken as rates and determined at the rates of one-eighth of gross produce. If the burden of bearing the cost of collection, water-supply, etc., does not rest upon the zamindar, then that must also be deducted.

(b) (1) Nature of the soil, fertility of the soil, class of the ryotwari lands near and their capacity.

(2) Arrangements made for the irrigation by the zamindar.

(3) Expenses for cultivating the fields.

(4) Water facilities.

(5) Conveniences for traffic and sale of goods and the prices of commodities.

(6) The total sum that can be deducted for the family expenses of the ryot, buying seeds for the next year and buying tools.

(7) To help him to be rid of famine and to help him to work cottage industries in his leisure time when he has no work.

(c) Yes. Remission of revenue should be given in cases of drought, floods, and want of water-supply by the zamindar. If the crop fails fully or three-fourths then the remission should be given to the full extent; in cases of half failure remission to be given only to the extent of half.

(d) The total tax need not be fixed once for all. But principles for lawful and reasonable fixation of tax should be formed. That must be known to the ryot. The power to determine the amount of tax according to the above principles must be invested either in the courts or Government servants.

(e) The Government must be invested with such powers and they must be enforced through proper channels. Either the civil courts or official courts established for this purpose must have power to hear appeals over these.

III. (a) Change is required.

(b) The right of attaching the crop and the movable property must go and strict rules should be followed in auctioning the lands. In cases of attachment and auction of lands, the pattadars, jointdars, those who took the land as mortgages and the ryots known to the zamindar must be notified either by registered post or in person. Methods of collection of tax in the ryotwari villages must be considered.

1. It must be clearly announced in whom the authority of collecting the tax on behalf of the zamindar is invested.

2. The conveniences to pay the tax through post or Government treasury must be increased.

3. The tax to be paid in three equal instalments from the middle of January in every fasli.

4. If a joint holder of a land pays his share of tax, for the remaining tax, the zamindar to proceed against only on the remaining joint pattadars and their holdings.

5. Collections to be credited for the arrears of the past and present years. With the written consent of the ryot, the payments should not be credited for the past year's arrears.

6. When the ryot deserves and pays for postal expenses, the zamindar is to supply the details as to which pattadar has paid and how much he has paid.

7. The suits for revenue to be filed in civil courts only.

8. These suits to be considered as small cause suits on decreased stamp duties.

9. Arrangements are to be made to file suits of this sort for amounts less than Rs. 50 in village munsifs' courts.

10. Attestation notices and auction notices to be issued to all the people mentioned in the B paragraph.

11. If the zamindar himself buys the lands, the ryot must have the power to get back the land if he pays the arrears, interest and the expenses incurred legally.

IV. (a) Those that are by the side of water-streams, have the inherent right of enjoying the water. When water is supplied to the lands a little far off by special canals then contract system can be arranged, but the rates must not be bright. Whether a land can be placed in the "ayacut" must be determined by the Government or civil courts and not by the zamindar.

(b) Zamindar has no greater ryots. It is wrong to count it as his own but he must look after their welfare and keep them safe. The expenses incurred for that can

be collected in the shape of tax from lands which are not law. The zamindari should not get any profits out of it. These rights of water-supply must be enforced by strict rules and not according to the whims and fancies of zamindari officials.

V. (a) Yes, surveying and recording of rights is necessary. In many estates no survey has taken place till now causing money disputes in consequence and then the word of the zamindari official only is the deceduary factor in settling the dispute. The zamindars are not taking care to have the lands surveyed and so compulsory survey must take place.

(b) Conveniences must be made in the Act to separate and approve the joint pattas when desired so by the ryot.

VI. No. Long before the zamindar's income was little and even that income was returned back in doing good for the villagers. But there are no such circumstances. So there is no right to collect any additional taxes.

VII. (a) Before the Estates Land Act, the ryot had the privilege to enjoy freely the forests and fallows for manure, grazing and agricultural implements. But from the time of the Act, the zamindars are enjoying them as their own giving no privileges to the ryot.

So the above rights or privileges should be confirmed. Rules must be framed to stop competition and to stop the spoiling of the trees and forests, etc., and for the upkeep of these forests, trees, etc., a small licence fee can be collected from the rich. For those who have no porambokes for their animals to graze must be allowed freely and these porambokes, etc., must be the common property of the village.

(c) The ryots must have full rights to use them and along with them the zamindar can make use of them. The village panchayats must manage these forests, porambokes, etc., and keep them in good condition after the rules are framed for such. Arrangements can be made for the representative of the zamindar to take part in the meeting of the board when it discusses matters regarding the zamindars. When the forest belongs to many villages, it must be managed by the Government or the district board. Without loss to the ryots, the zamindars can make use of them after paying a licence fee.

VIII. (a) Big water streams must belong to the Government and the small and the village panchayats, zamindars must have authority only to manage as trustees. Along with the other lands in the ayacut the zamindar can take water for his canals.

(b) The Government only should determine the rules for the ayacut, and water-supply. As trustee, the zamindar should repair water resources and if it is not done so, and if the crop fails as a result, the ryot should be given remission. Even if the zamindar is not willing, the Government should have the special powers to repair them.

(c) Either through their officials or the Government itself should enforce their authority. At present the zamindars have no care about these, while the ryot, having no courage, is afraid of the estate officials. Expenses incurred in making these conveniences should be recovered in the form of rates from the ryots profited by this. By this the zamindar should not expect any profit.

IX. Every year there should be jamabandi when the disputes regarding encroachments, failure of crops, tanks, canals, encroachment of group-lands, etc., must be decided. By the zamindari the confidence of the ryots increases and the zamindar will devote more care.

X. Some pattadars, with wide lands, are like zamindars and arrangements should be made not to increase the revenue, and not to dismiss the lease-holders from lands which they find unnecessary for own cultivation. The lease-holders must be dismissed only when they do not pay in time and cause delay. The lease-holder should be empowered to pay the tax to the zamindar and to pay over the remainder to the pattadar. He must have the privilege of the group along with other ryots.

XI. (a) This right should not be in the Revenue Board. The final word in this matter should be in a special tribunal or the highest court.

(b) These must be only in the civil court. If special court is established only experienced people should be appointed.

XII. (a) If any estate land is encroached the zamindar can extract the lawful tax from him on that encroached land. Unless the zamindar requires it for his own use really, he must not dismiss such holders.

The tank-beds, village fallows, porambokes, etc., must be handed over to the village panchayats.

(b) Such taxes should be the first liability in that land.

*Other subjects.*

(a) When agra-harams are in the management of one man and institution, this should be considered as estates. But when such pass on to the others and when plots are in the hands of small inamdars it is not right that they should have no right of kudivaram.

(b) In the minerals any from lands, the jirayati lands, the ryots have the same rights as the zamindars.

(c) Those who are cultivating by themselves also must have jirayati rights.

(d) The property passed on to the others must be recovered.

**Memorandum by M.R.Ry. Chelikani Dharmaparayanim Garu, a zamindari ryot of Aryavattam village, Cocanada taluk, East Godavari district, 26th November 1937.**

I. (a) The zamindar is the owner of the land and the ryot has only the right of enjoyment just as his right on Government lands after the Estates Land Act was passed.

(b) The zamindar is the owner and the ryot can have all rights if the zamindar gives the land to the ryot. Such land only can be called the ryoti land and such a person only is called the ryot. One who is not direct ryot to the zamindar but a ryot to another ryot he can have no right of any kind.

II. (a) The settlement of rent on all lands in accordance with the minimum rent on lands in a village is lawful, and such rent is lawful rent.

(d) The rate of rent in a locality should be settled once for all. But when one is incapacitated to pay such rent on account of floods and submersion and the settling down of waste bunds in lands, it would be better to get the rate resettled by a Government officer.

(e) No. Neither the Provincial Government nor others can have any authority hereafter to alter or to decrease the rate of rents according to this question.

III. (a) No. This right need not be changed. But the instalments (kistees) should be altered to be begun from January just like the Government kistees.

IV. (a) All the rights of water-supply to the delta lands belong to the ryots. Owners can have none.

V. (a) Yes. It is our hearty request that all the estates should be surveyed and that separate rights should be affixed. Joint right should never be had, for they breed suits, easements, irregular payment of taxes and expulsion from lands.

(b) The total survey expenses should be borne by the landholders, the zamindars, but nothing by the ryots.

VI. No. The land-owner can have no right to demand any rents other than the usual ones and the land rent from the ryot.

VII. (a) Yes. All the rights of enjoyment of the natural facilities such as the grazing of cattle, grass and wood for tools of cultivation, etc., should be confirmed to the ryot alone but not to the land-owner.

(c) The zamindars can have no rights even over the footpaths, common lands, punthas and other porambokes.

VIII. (a) Nil.

(b) When the landholders do not keep the water-supplies in good order, the Provincial Government should have full rights to get them repaired and to keep them in good order.

IX. Yes. There should be annual jamabandis in zamindari places.

X. In zamindari vicinities there exists only the relation between the zamindars and the patta-holders, but the sub-ryot has no legal rights whatever.

XI. (a) Nil.

(b) The civil court only should settle the disputes between the landholders and the ryots.

**CHELIKANI DHARMARAYANIMGAR.**

**Memorandum by the Secretary, Pithapuram Taluk Ryots' Association, Kothapalle via Pithapuram, East Godavari district, dated 25th November 1937.**

I. (a) The community, represented by the State, is the rightful proprietor of the soil. The tenant should derive full powers from the community or the State without interference or obstruction from any middlemen.

(b) The tenant should have complete rights of occupation and uninterrupted possession in the land. He should have the right of building sheds and houses upon it, of raising and cutting down trees, and of enjoying the fruits of his labour without being called upon to pay more by way of kist or cist than arranged at the outset. That is, the settlement should be permanent. He should have all such rights as are essential for and incidental to the full and the uninterrupted possession, improvement, and use of the land which is in his charge.

II. (a) One-sixth of the net produce of the land should be fixed as the rent. This is fair and equitable rent. Net produce means total output minus all costs of cultivation. Namely, (1) seed, (2) hired labour, (3) manure, (4) labour of the tenant and his family members, (5) charges of cattle, and (6) farm-servants.

(b) The following circumstances should be taken into consideration in fixing fair and equitable rent :—

- (1) Classification by nature of soil and irrigation sources and facilities.
- (2) Rainfall for each year, its character and distribution, inundation or drying up of crops.
- (3) Prices.
- (4) Situation of the land in regard to marketing of produce, conveyance by road, nearness to market, town or city, etc.

The above should be considered in the order of importance in which they are placed.

Comparison may profitably be made in fixing rent with neighbouring or similar lands settled in ryotwari Government areas.

The present indebted state of the tenantry in general should also be borne in mind in fixing a fair and equitable rent; for, otherwise, cultivation will not properly be carried on, or in the best interests of the community. And the maintenance of the tenant and his family including marriages, ceremonies, festivals, and other charges, etc., should also be taken into consideration.

(c) Remission of rent should be provided for by statute, and not be left to the discretion of the landholder.

Regulations for remission should be made on the following lines :—

- (1) The average full crop should be calculated according to taram, etc.
- (2) Half or less of the average full crop should be entitled to remission on a graded scale.
- (3) Investigations for remission should be carried out by Government officers, who should be empowered to grant remission on the recommendation of the village panchayats concerned.

The zamindar or his servants should have nothing to do with remission as, on account of self-interest, political or other differences with the local ryots, he will be not willing to provide the remission found necessary in each and every case.

(d) The assessment of rent should be made permanent. Rent should not be capable of being varied or increased by the decision of the zamindar or the courts or any settlement officers at the instance of the zamindar.

The Provincial Government should permanently settle all occupied land in the proprietary areas with the help of their settlement officers on the principles above mentioned, i.e., in (a) and (b) of question II. The reasons for this are—

- (1) The ryot should have a reasonable expectation of his profits of cultivation with due regard to the rent charged to his land.
- (2) It has been found on experience that the ryot is too poor, too disorganized and too ignorant to put forward his case in the law courts, as against the influential zamindar, or prosecute his suit in the appellate courts.

(e) Yes, the Provincial Government should have necessary reserve power to revise rents in every case where there is a *prima facie* case, for reconsidering them, and for reducing them by executive action through their Revenue Settlement Officers.



III. (a) Yes. Collection of rent should be not in the hands of the landholders or the zamindar who is likely to and is, as a matter of fact, abusing his powers in that behalf; but the power of collection should be in the hands of the Government Revenue officers who should be made to proceed in the matter with the assistance of the village panchayats. Landholders are apt to indulge in zulum against political or other opponents on the pretext of rent collection. Moreover, parties are formed in villages and the harmony of village life is constantly threatened by the zamindars entrusting their powers of rent collection to some influential villager or other called pattandar or head who is paid some annual remuneration ranging from Rs. 30 to Rs. 100 according to his status or the amount to be collected by him.

(b) One other evil needs to be remedied in this connexion. Village officers to whom the work of collection of rent is also entrusted are in the habit of being paid sums annually ranging from Rs. 20 to Rs. 60 by the zamindar. This puts them at the obligation of the latter, and on his prompting they are generally prepared to assist him even in some of his personal activities such as elections. This is all the more reason why the power of rent collection should be taken away from the hands of the zamindar. The Government should also stop this practice of the village officers receiving presents from the zamindar which acts in a way detrimental to sound revenue administration. The Government should instead recover from the zamindar, a sum calculated to make up the expenses of rent collection.

There are other injustices connected with the present system of rent collection which need to be set right. Several ryots holding all in one patta are made jointly liable for arrears of rent, and invidious distinctions are made as between one ryot and another in the actual process of collection. This evil can be met by regular settlement on Government lines, as also by the regulation that pattas should be subdivided on the basis of actual possession by parties.

(c) The expenses of collection, the costs of attachment, etc., can all be minimized by the Government taking over the task of rent recovery charging the zamindar an adequate sum for the purpose. Instances are not wanting where ryots have been made to pay larger sums by way of costs than they are liable for under-rent.

IV. (a) Rights of the tenants to water-supply are inherent in their possession of land classified as wet, and appurtenant thereto; and are not a matter of contract between the tenants and the landholder.

Natural sources of supply like the Eleru are not to be regarded as forming any basis of contract or negotiations between the zamindar and the tenant. Where, however, irrigation projects are executed by the landholder carrying assured water-supply to areas hitherto depending entirely on rainfall, the tenants may enter into an agreement with the zamindar for the purpose.

In the case of rents prevailing now such conditions do not seem to have been present; and charges for existing facilities seem to have been fully included in the present assessment.

(b) The landholder has no superior rights whatever to existing water-sources which are natural sources. Water-rights go along with land that has been in continuous and uninterrupted enjoyments of them from time immemorial. The landholder has got only such equitable right over the water-sources as enable him to protect them, maintain them in good condition, and keep them unimpaired.

In support of this it may be pointed out that it is universally recognized that the zamindar has no right of closing up any of the existing facilities, or diverting the supply of water from one part of the estate to another against the well-established prescriptive irrigational rights, recorded in most cases.

V. (a) Yes, all the estates should be compulsorily surveyed, and record of rights maintained. Otherwise a number of irregularities are bound to occur.

(b) The costs of such survey should be entirely borne by the zamindar, as the tenant is not in a position to meet any portion of the cost. The zamindar stands no less to benefit by such a regular survey.

VI. The landholder should not be allowed to demand any levies in addition to rent from the tenants. No civilized Government allows this.

VI. (a) The tenants should have rights of utilizing local natural facilities such as for grazing cattle, collection of green manure and wood for agricultural implements.

The zamindar at present is denying the right to fell down trees to the tenants on the plots on which the tenants are in full possession and occupation on the ground that the Estates Land Act gives him such rights over trees existing prior to the year 1908.

(b) Forest produce for domestic and agricultural purposes should, as in the case of Government forests, be allowed to be used by the tenants free of cost, or on payment of a nominal licence fee. The tenants have got an inherent right to use local natural facilities, as they have been doing from time immemorial.

(c) The public pathways, communal lands, hill and forest porambokes, etc., belong as a matter of right to the community, and complete rights over them should be vested in the village panchayats concerned. Burial grounds, bunds of tanks and canals and other public porambokes are now in defiance of these natural rights, being appropriated by the landholder. The bunds of tanks, fishery rights in drinking-water tanks, etc., are also being abused by being let out by the landholder against the best interests of the tenants who are the party affected by them. These irregularities need to be stopped.

VIII. (a) Irrigation sources should be maintained in an efficient condition on the following principles:—

- (1) Minor irrigation works such as irrigation tanks and channels and distribution of water to the fields therefrom should be in the hands of village panchayats.
- (2) Major irrigation works should be taken over by the Government and administered by a separate Government department. The cost of maintaining both should be recovered from the landholder, on the basis of costs calculated by experienced Public Works Department administrators appointed by the Government.

(b) A separate and consolidated Irrigation Act should be introduced by the Government, empowering Provincial Government to take over and administer all irrigation sources and works in proprietary areas.

(c) It should be provided that the Government's powers may be exercised entirely on their own initiative, and not necessarily on application by one or both the parties.

IX. Yearly jamabandi as in the case of ryotwari areas is absolutely necessary in order to investigate revenue conditions and bring defects constantly to light.

X. The under-tenant should have the benefit of proportionate remission, when it is enjoyed by the tenant. His instalments of payment should be arranged to coincide with those of the tenant. This is as between the under-tenant and the tenant. The produce of the holding should be liable for payment of zamindari rent. Otherwise there should be no obligation on the part of the under-tenant to the landholder.

XI. Legal proceedings between landholders and tenants or ryots will necessarily be limited in number when control over irrigation, rent collection, and granting of remission is all vested in the Provincial Government as proposed above. But where disputes occur, they should be tried by special courts consisting of representatives of the people and Government officers. Here again local representatives chosen for each individual area should collaborate with Government officers.

XII. Unauthorized occupation of lands in the possession of the landholder by the ryots should be dealt with by assessing them at rates prevailing in neighbouring areas and granting them on patta. The first year, double the rent should be collected as penalty. The landholder should not be entitled to any other reliefs or remedies in such a case.

The following matters not expressly mentioned in the questionnaire deserve immediate consideration:—

- (1) Instalments of rent collection. These in several estates are timed for payment in September, October, November and December; that is, tenants are made to pay rents at a period when the crops are hardly underway. This has to be changed immediately, and instalments of rent should be made payable in March, April, May and June, because produce would have been harvested and stored by then, and reasonable prices may be expected to prevail.
- (2) Arrears of rent in many cases due to failure to provide remission in former years should immediately be written off, or collection may be stayed pending further enquiry into or legislation on agricultural indebtedness.
- (3) Irrigation sources like tanks are at present being drained of water in November or December in order to let out the tank-beds for pairu-crop in the winter-season. The water is necessary in several cases for rice and other crops and in others for cattle drinking purposes. This practice of draining away water from the tanks at a period when it is most required by the cultivators or the villagers is detrimental to the best interests of the community, and should be immediately replaced in favour of storing the water for the benefit of the ayacut lands, in pursuance of the purpose; the irrigation tanks are intended for.

RAO VENKATA JAGGA RAO,  
Secretary.

**Memorandum by Maganti Veerabrahmam, President, Ryots' Association,  
Somavarappadu, Ellore taluk.**

- I. (a) The tenant.
- II. (a) A fair rent is that which is levied upon the net income which remains after meeting cultivation expenses.  
 (b) A fair rent should be determined with reference to the fertility of the soil and cost of cultivation.  
 (c) There should be statutory provision for remission. Remissions should be granted when crops fail owing to excessive rains or drought.  
 (d) The rent to be settled once for all.  
 (e) Yes.
- III. (a) Yes. They should be completely revised.  
 (b) The Government themselves should collect rent and pay it to the zamindars after deducting therefrom the expenditure incurred in collecting it.  
 (c) The measures that are followed in Government villages should be introduced in zamin villages also.
- IV. (a) Tenants should have rights to water-supply.  
 (b) As matters stand at present, the landholder has a superior right which is being exercised by him autocratically and to the serious detriment of the tenants' interests. It should, therefore, be taken away.
- V. (a) All estates should be surveyed by Government as a rule.  
 (b) The whole cost should be borne by the zamindar.
- VI. No.
- VII. (a) The customary rights enjoyed by the tenants are being restricted at the will of the zamindar.  
 (b) Tenants have inherent rights, the exercise of which is being prevented by zamindars by force. Tenants are put to a great hardship in this respect.  
 (c) The landholder has the right of maintaining public paths, communal lands, etc., and he should see that they are not occupied unauthorisedly.
- VIII. (a) Irrigation sources and works to be handed over to the Public Works Department.  
 (b) The Provincial Government should be vested with such rights.  
 (c) Such powers to be applied *suo moto*.
- IX. Yes.
- X. The under-tenant should not have complete independence.
- XI. (a) A Special Tribunal to be constituted for the purpose.  
 (b) They should be tried in special courts.
- XII. (a) The zamindar to establish his claim by filing suits in special courts.  
 (b) Yes. The law requires revision.

**Memorandum by the representative of the ryots of Muggolla Agraharam, Tadepalligudem taluk, West Godavari district, dated 23rd October 1937.**

When the Government proposed an amendment to the Estates Land Act in 1933, the landholders wanted somehow to eject the tenants from the lands and houses and take possession of the same. If the ryots are persistent in safeguarding their possession they resort to all possible measures in harassing them. For example where the rents are due by sharing system the landholders refuse to be present at the time of harvest in spite of repeated requests and later on they put the criminal law into motion against the poor and illiterate ryots. Also they refuse to repair the lands and thus the ryots are put to much loss, injury and annoyance. Therefore I request you to enquire into these grievances also and provide some legislation for rectifying the same.

- I. (a) The ryot is the proprietor of the soil.  
 (b) The landholder is entitled only to the rent on the land and all other rights vest in the ryot.
- II. (a) Fair and equitable rent means rent which is considered to be reasonable by prudent agriculturists. And it will be reasonable only when it is the same as the tax levied by the Government.  
 (b) Economic conditions and the nature of the soil may be considered in fixing the rent.

(c) There must be statutory provision for remission of rent, and it should be on consideration of diseases, inundations, etc.

(d) The rate of rent should be settled once for all for a particular area.

(e) The Provincial Government should have reserve powers.

III. (a) Nil.

(b) The collection of rent should be made by the landholder himself without resorting to coercive measures.

IV. (a) The rights to water-supply are appurtenant to the land and are vested in the ryots only.

(b) The landholder has no superior right.

V. (a) Yes.

(b) The ryots should bear the cost of stones only while all other expenses should be borne by the landholder.

VI. The landholder cannot demand any sort of levies.

VII. (a) The tenants have got all proprietary rights over grazing-fields, pasture lands, etc.

(b) Yes. The ryots have inherent powers to use them for domestic and agricultural purposes.

(c) The landholder and the ryot should have equal rights over public paths and burial-grounds only. But in the rest, viz., hills, porambokes, etc., the ryots should have absolute rights.

VIII. (a) The landholder should keep the water-sources and irrigation works in proper order.

(b) The Government should undertake and repair the irrigation works, in case the landholder fails to maintain them and the expenses should be recovered from the landholder.

(c) Such powers are to be exercised on the application of the parties.

IX. Yearly jamabandi should be conducted.

X. The relationship between the zamindar and the under-tenants should be the same as that between the zamindar and the tenant.

XI. (a) There should be a special tribunal.

(b) Disputes with regard to water-sources and irrigation works should be decided by revenue courts while all other matters should be decided by the special courts.

XII. (a) By suit in the special courts.

(b) No revision is necessary.

[Same copy has been received from the villages of Muggola Agraharam, Chemkaganama Agraharam, Valur, Vakalalli, Vakapalli Mukhasa and V. Sivapuram.]

**Memorandum by the residents of Ramannapalem Agraharam, No. 93, Chintalapudi taluk, West Godavari district, signed by M. Ramayya and others.**

I. (a) The tenant should have the kudivaram right, i.e., the right of sale, gift, etc., and the zamindar should have the melvaram right.

(b) The tenant who is not a landlord should have all the rights referred to above.

II. (a) Rent as determined by the Settlement department of the Provincial Government.

(b) Nature of the soil and source of irrigation.

(c) Yes.

(d) Initially rent must be fixed taking into consideration the condition of every particular area. In the case of a revision subsequently, it must be provided that the Revenue department should fix the rates.

(e) Yes.

III. (a) Yes; *in toto*.

(b) As in ryotwari villages, village officers should be vested with the power to collect rents and a fee of an anna per rupee should be collected from the tenants and paid to the village officers.

(c) The procedure in vogue in ryotwari villages must be adopted.

IV. (a) The rights to water-supply are not inherent. They are to be a matter of contract. They must be vested by specific registered agreements between the tenants and the landholders.

(b) Yes. All the rights belong to the landholder to the fullest extent.

V. (a) Yes.

(b) The landholder must bear the entire cost.

VI. No. Besides rent, the landholder should demand nothing but the tenants' share of the local cessa.

VII. (a) No such rights ever existed in the past, nor do they exist now. They must be accorded hereafter.

(b) No. But it must be accorded to the tenant hereafter.

(c) The tenant has no rights at all. The landholder has all the rights. Hereafter the tenants must be afforded the right to use them with reference to the particular requirements of each tenant.

VIII. (a) The tenants should see that no damage is done to irrigation works. If any damage is done accidentally, it should be brought to the notice of the Provincial Government authorities and the latter must do the necessary repairs and recover the reasonable cost therefor from the landholder.

(b) Yes.

(c) Yes. The powers should be applied as a duty on application.

IX. Yes.

X. Under-tenants should have some of the rights like cultivating the land, growing crops and taking half the portion of the yield, included in kudivaram.

XI. (a) The Board of Revenue should continue to be the final appellate authority.

(b) (No answer.)

XII. (a) Unauthorized encroachments should be reported to an officer not below the rank of a Tahsildar and he should effect the eviction of the ryot concerned through the village officers.

(b) Yes, without fail.

**Memorandum by the ryots of Thyajampudi Kurunoor village, Kovvur taluk.**

I. (a) The ryot is the proprietor of the soil.

(b) The zamindar's interest in the land is only to the extent of collecting the rent.

II. (a) & (b) Rents prevailing in the adjoining Government villages.

(c) Yes. According to the agreements existing between the ryots and zamindars from time immemorial.

III. (a), (b) & (c) Zamindar's existing rights of distraint and selling of lands in auction should go.

V. (a) Yes.

(b) Zamindar to bear the whole cost.

VI. No.

VIII. (a) Government to investigate all irrigation sources and works and carry out necessary repairs. The total cost of repairs to be recovered from the zamindars. Afterwards, irrigation sources and works to be entrusted to a panchayat consisting of representatives of both ryots and zamindars. Zamindars should be guided by the panchayat in matters connected with repairs and cost.

(b) Yes.

(c) To be applied *suo moto*.

IX. Yes.

XI. (a) Board of Revenue should have no power in the proceedings between the zamindars and ryots.

(b) Itinerant courts should be established with officers not below the rank of district munsifs; stamp duties to be very light.

(c) The same as those applicable to Government village—fertility of soil, irrigation

**Memorandum by Deerapalle Narasayya and other tenants of Uppalapad, Chintalpudd taluk, West Godavari district.**

I. (a) The zamindar has the melvaram right and the tenant the kudivaram right in the soil.

(b) The tenant should have all rights in the land.

II. (a) Rent based on the class of the soil, its nature and irrigation facilities.

(b) The rent fixed by the Government through their Settlement Officers based on the taram of the soil, its nature and the irrigation facilities it has.

(c) Yes. There should be statutory provision.

(d) At first it should be fixed according to the respective localities. When revision is necessary subsequently, the rent should be determined according to the then existing conditions, by Government Officers alone.

(e) Yes.

III. (a) These should be thoroughly revised.

(b) The village officers should have the power to make the collections and receive for themselves one anna per rupee therefor, from the ryots. From the total rent collected, a sum of 4 annas in the rupee after deducting peshkash and cesses should be taken by the Provincial Government.

(c) The procedure obtaining in Government villages of distraining movable property for rent due annually by village officers, should be adopted. In years when the rightful owner does not take the produce, the village officer should auction the produce due to him and recover the rent. They should lease lands to other undertenants on condition of paying the rent.

IV. (a) They should be governed by agreements.

(b) At present the landholders have all rights. But they should have none of these rights. All the rights should vest in the Government officials.

V. (a) Yes.

(b) The proprietor should bear the entire cost.

VI. He cannot collect anything in excess of the tenant's share of local cesses, i.e., half of As. 1-9 per rupee of the rent.

VII. (a) The tenant is not at present enjoying these rights. He should be allowed to enjoy them hereafter.

(b) No. But they should have these rights hereafter.

(c) The landholder has now monopolized these rights. The tenants should hereafter be entitled to these rights according to their respective status.

VIII. (a) The proprietor is responsible for the proper maintenance of irrigation works. An officer not below the rank of a Tahsildar, to make enquiries when ryots interfere with their proper maintenance.

(b) All the rights should vest in the Provincial Government.

(c) Government to apply the powers *suo moto* and invariably on application by parties.

IX. Yes.

X. The relation between the under-tenant and the tenant should be governed by a contract. The under-tenant should cultivate the land and share the produce. He should neither cause damage to the land nor make permanent improvements thereto.

XI. (a) The Revenue Board should continue to be the final appellate and revisional authority.

(b) Revenue Courts.

XII. (a) The zamindar to report cases of unauthorized occupation to the Collector who should order the village officers to evict the concerned ryot.

(b) The law should be thoroughly revised.

**Memorandum by Mr. Kotcharlakota Venkataramiah and others of Dhumantunigudem estate, Kovur taluk, West Godavari district.**

This petition is identical with petition No. 216 received with Memorandum No. 5925-B-37-4, Revenue, dated 18th December 1937.

**Memorandum by Mr. Rachapolu China Ramudu and other Mokhasa tenants of Anapaneni Varim Gudem village, hamlet of Gokavaram, Chintalapudi taluk, West Godavari district.**

The petitioners submit that they have lands in the mokhasa village of Jéelakarragudem, that pattas are not granted for their lands, that they cannot remove or dispose of the yield of the said lands without the permission of the mokhasadar and that the present rents are very high. They add that they cannot cut the trees growing on their lands without the mokhasadar's permission, that they have no right in the water-sources of their lands and that they are severely punished, if their cattle grazed in the poramboke lands. The petitioners finally pray for the removal of the abovementioned disabilities.

**Memorandum by Mr. Nidamarthi Venkata Subbarayadu of Valluru village, Nidadavole estate, West Godavari district, Baharazalli Pargana.**

The petitioner submits that there are about 76 mokhasadars of various communities in the Vakapalli village which formerly belonged to Baharazalli Pargana of Nidadavole estate, the majority of them having 5 acres of land, that until 1916 he and his brother were cultivating the soil by themselves, that afterwards owing to certain family calamities they were obliged to give their lands on lease subject to the payment by the tenants concerned of one-half of the produce (grain) and hay together with some cash payment for rent, that the said tenants were faithfully discharging their obligations to the landlords, the landlords in their turn treating them kindly, until the Estates Land (Amendment) Act came into force in 1933, that ever since that year, dominated by a spirit of revolt the tenants have begun to hold that they have an absolute right in the land in accordance with the provisions of the Act, systematically failing to discharge their obligations to the landlords and refusing to give them the stipulated share of grain and hay and abusing them when they entered into their lands for inspecting the crops, that the police, refusing to take cognizance of high-handed behaviour of the tenants, ask them to go to civil courts to settle their disputes and that they are mortally afraid of the physical and numerical strength of the tenants. The petitioner further adds that as the landholders got no rent from the tenants, they had defaulted in the payment of tax to the Government, that the Government Revenue officials subject them to many troubles by attaching their movable properties and selling their lands in auction, that they are unable to raise any loans, that there is no fodder for their cattle and that they have become paupers. Asserting that it is sheer injustice to make the said Act applicable to poor and small landholders like themselves along with rich and influential zamindars, he finally prays that the Estates Land (Amendment) Act, which has caused so much of misery to them may either be repealed or amended in such a manner as to exclude poor and petty landholders like themselves from the scope of the Act.

The petition contains a note at the end, in which the petitioner submits that he is prepared to give evidence before the Estates Land Act Enquiry Committee when it goes there (to West Godavari).

**Memorandum by Mr. Sreemath Kanthadi Appan Vedantacharyulu, resident of Ellore village.**

The petitioner submits that the rent of Rs. 16-14-0 collected on 4 acres of jirayati dry land situated in Mylavapurvarigudem, Vuyyur estate, in which there are some mango trees and the rent of Rs. 8-14-2 collected on 8 acres and 48 cents of jirayati dry land in the same village, in which cholam is cultivated, are very high when compared to the income he gets from the lands. He therefore humbly prays for a reduction of the rent.

**Memorandum by Mr. Pullabhotla Narasimham and other Agraharamdars of Polasanapalli, Ellore taluk, West Godavari district.**

The petitioners advance the following arguments to prove that they have "complete rights (both kudivaram and melvaram rights)" in the agraharam, "while the ryots have no such rights" :-

- (1) A Brahman named Pullabholtu was the first to get this agraharam in the past and the sanads and other title-deeds granted to him are lost or destroyed by fire, etc. Then the Nawab of Hyderabad converted the agraharam into a shrotriyam village.

- (2) In the year 1860 the Inam Commission investigated the title-deeds, etc., of the agra-haram and granted patta, in favour of the agra-haramdars with full rights.
- (3) In a suit that was first filed in a civil court and subsequently went as far as the High Court, it was decided that both the kudivaram and the melvaram rights belonged to the agra-haramdars, that the ryots of the village had no rights whatever and that the agra-haram cannot be classified as an estate under the Estates Land Act.
- (4) When lands pertaining to the agra-haram were acquired by the local fund authorities and the Government in 1890 and subsequently by the Labour department in 1913 for public purposes, agra-haramdars received compensation in respect of both the kudivaram and the melvaram rights, the ryots concerned getting none.
- (5) When road-metal was removed from a tank belonging to the agra-haramdars about the year 1890, they got money as compensation of the metal removed, by filing a suit against the Collector of Godavari.
- (6) The Government granted a patta in 1916 to the agra-haramdars alone, in respect of a garden of 1 acre and 40 cents in extent situated in the village which was owned by the agra-haramdars and which was converted into a public garden by the Government, the ryots having nothing to do with the transaction.
- (7) When the residents of Bhimadolu submitted a petition to the Head Assistant Collector in 1881 that the agra-haramdars took possession of the Puntas belonging to the village, the said Collector endorsed the view that the Puntas belonged to agra-haramdars.

Having put forth the above arguments, the petitioners submit that they have been cultivating the soil by themselves (own kamatham) that the ryots should have no right whatever in the lands and that the agra-haram should not be treated as an estate under the Estates Land Act.

**Memorandum by Mr. Nanduru Ramakrishna Rao, resident and jirayatidar of Gollapalli, in Gollapalli Estate, Nuzvid Zamindari, Kistna district, dated 23rd November 1937.**

With reference to the Press Communique issued by you, dated 5th ultimo, I beg to submit the following memorandum to the questionnaire issued by you to obtain information about the conditions prevailing in zamindari and other proprietary areas in order to frame a legislation to redress the long standing grievances of the zamin ryots.

I: (a) In olden days before the advent of the British rule, for administration purposes and for military assistance, the Muslim Nawabs and the Hindu Maharajas used to entrust certain tracts of their territories to some important persons in those territories and these individuals in their turn used to pay tributes to the Nawabs or Maharajas and render assistance by supplying men and money in times of war. The ancestors of Nuzvid Zamindars acquired this zamindari in this way by offering military assistance. They used to collect rents either in kind or in coin from the tillers of the land and they never cultivated the lands themselves. So the tillers of the land who are called tenants or ryots were always on the land. Even though dynasties changed, kings dethroned, kingdoms conquered, whoever might be the Monarch, the ryot was always on the land carrying on his peaceful avocation of agriculture and his avocation was never interfered with. So age-long tradition has given the ryot *de facto* and *de jure* rights of ownership of the land. And further in the sannad of all zamindars mention was made about the existence of the ryots in the territory whose interests were entrusted to the care of zamindar by the ancient kings or nawabs. Hence the ryot is more ancient than the zamindar.

I. (b) Tradition has established that the ryot, being the tiller of the land and the main producer, is the owner of the land and the zamindar has got the right to collect the rent from the ryot. As long as this rent is paid, the tenant has got the permanent rights in his holdings. But the question is, in whom the rights of mines or hidden treasures in the land are vested? Is it the zamindar or the ryot? Answer to this also is simple. Tradition alone establishes the fact that those rights also are vested in the ryot. The zamindars are entitled to only rent from the ryot. The rights of the zamindar for mines and other hidden treasures were never recognized by ryots in any age. In support of this, I cite the evidence of very many registered sale-deeds of forty years or even more wherein it was mentioned that are "తరువాత బలనిధినికై వాహనాదినికై వైకావ్యము" vested in the ryot only.

II. (a) Before the passing of the Madras Estates Land Act, the tenant was put in constant danger of getting ousted from his holdings and the zamindar used to take advantage of this in increasing his share abnormally and the ryot, for fear of losing his only means



of livelihood, in spite of his inability, used to agree to pay even half the produce per acre. Till about 1875, in Nuzvid zamindari the share of the zamindar thus fixed by force was half the produce and it was in kind. During the regime of Sri Raja Narayana Apparao Bahadur Garu, the payment in kind was changed into coin, only on the principle of half to half. In those days ten bags of paddy were sold at Rs. 20 as such invariably the rent for an acre of wet land was fixed at Rs. 10 or even more in some cases, as the average yield per acre in those days was only about 10 bags of paddy. There was only one alternative to the ryot in those days. Either he must agree to pay exorbitant rent or he must give up his holdings and die of starvation. Of course, he would not fight against the most powerful, influential, and wealthy zamindar in a court of law. Similarly in the case of dry lands, the rent was fixed without any consideration of relief to the ryot. Generally in fixing a rent for any land, the fertility, the sufficiency of water supply, the prices of the grain, the expenses of cultivation and finally the ability of the ryot to pay should be considered. But all these just considerations were thrown to the winds in those days and the ryot was compelled to sign a "Mudhalika" (ಮುಖ್ಯಶಿಕ್ಷಣ). As a consequence the ryot is suffering from chronic poverty, and majority of ryots are going without one full meal a day. Hence I am of opinion that a fair and equitable rent is to be fixed so as not to exceed one-sixth of the net produce (after deducting expenses of cultivation).

II. (b) Considerations that should weigh in fixing an equitable rent are :—

1. Rent should be charged only on land that is cultivated.
2. Such of those lands that are kept separate by the ryot for the grazing of the cattle should be exempted from taxation.
3. The rent should not be charged according to the crops that the ryot raises on the land.
4. The land should be divided into two classes, wet and dry, and there should not be any third denomination of land.

*Note.*—In Nuzvid zamindari, rents are charged according to the crops raised but not according to the nature or classification of the soil. There is a third denomination named Zaribu which is neither wet nor dry. This should be abolished. The ryots improve their lands by digging wells at their own cost and thus increase the value of the land and the volume of the yield. Lands called zaribu were improved in this way by the ryots. Simply because on account of the efforts of the ryots by raising any commercial crop like tobacco, the ryot gets more yield, such occasion ought not have been utilized for increasing the rent of the land. The zamindars have charged Rs. 40 per acre of zaribu land which was improved by the ryot and the zamindar's hand is nowhere to be seen in its improvement. But the rent of Rs. 40 per acre charged by them is out of all proportions to the income of the ryot. Even if the ryot gives up raising of the tobacco crop, on account of the water in the well not being sufficient or unsuitable for the healthy growth of the crop, the zamindars continue to collect the usual rent of Rs. 40 per acre and the entreaties of the ryots for remission are of no avail.

5. No tax should be imposed on second or a third crop on dry land or on wet land, unless watered by the irrigation sources not belonging to the ryot.
6. The expenses of the cultivation should be taken into account while fixing the rent of the land.
7. The rent must be fixed in such a way that it does not exceed one-sixth of the net produce.
8. Due consideration should be had regarding the fluctuation of prices and failure of rains in fixing an equitable rent. For this purpose at least the yield from a particular land for the previous 25 years should be taken into consideration.
9. In taking into account the yield of the particular land for the preceding 25 years, at least a concession of 33  $\frac{1}{3}$  per cent of the market value of the produce in all the years should be given credit to the ryot, in order to provide against the market fluctuation of the prices.
10. Minimum living expenses of the ryot should also be given credit to in arriving at the net income.

II. (c) I am of opinion that the remission of rent in times of failure of crop is a moral right of the ryot but not a matter of grace or a matter of contract between the ryot and the zamindar. It is the inherent right of the ryot. There should be statutory provision for remission of rent notwithstanding any recitals in the agreements that might have been entered into previously by the ryot and the zamindar. In our village in those days of 1908 and 1909 in the early days when the Madras Estates Land Act came into force, when we were given the maximum trouble by the zamindar, who wanted to oust us from the lands, we, on account of our inability to prolong the litigation against him, were compelled to enter into an unjustifiable and suicidal agreement with the zamindar that we would pay rent without fail irrespective of failure of crops. Since this important right of remission is denied to us, in my particular case during these sixteen years of my management of my properties from 1921, I paid 70 per cent of my annual income in the shape of rent to the zamindar and it is the case with every ryot in Nuzvid zamindari; I strongly plead that these unjustifiable contracts should be declared void, and the right of claiming remission in times of failure of crops for the ryots should be statutorily provided.

*Principles of Granting Remission.*

1. Remission should be granted in the case of wet lands when the lands are not cultivated on account of failure of rains and the water does not come to the tanks in the proper season that is before 15th August (అక్టోబరు 15వ తేదీకి ముందు).

2. If rains are plenty in proper season and tanks are full and even though transplantation in the case of wet lands is successful and afterwards if the rains fail as a consequence of which crops fail and do not give an estimation of at least one-third of the normal full crops (I mean if the yield per acre of wet land does not exceed five bags weighing 166 lb. net), remission of rent should be granted in full.

3. In Nuzvid zamindari villages in certain exceptional cases where remission is granted by the zamindar dry rate of rent is being collected for wet lands even though there is practically no yield for the ryot. This is not justifiable and also against all principles of equity and justice.

4. There is the general notion that the remissions should be granted only in the case of wet lands. But I am of opinion remission of rent should be given in the case of dry lands also if they are not cultivated or if cultivated on account of the failure of the rains, the crops fail and do not give an estimation of one-third of the normal full crop.

5. Estimation of crops for granting remission as mentioned in clauses 2 and 4 supra, should be recorded by the village panchayat and their decision in recommending remission of rent should be final.

6. The ryot must apply during the month of November for remission to the zamindar as well as the panchayat.

II. (d) There should not be periodical settlement of rents. The Provincial Government should order for a permanent settlement now taking into consideration the principles enunciated in the foregoing paragraphs to determine fair and equitable rent and when this is settled once for all there will be no occasion to dispute further. The rent thus permanently settled should not exceed one-sixth of the net produce after deducting the expenses of cultivation. The rent should always be in coin but should not be in kind.

(e) After the permanent settlement on account of certain acts of vismajor, once cultivable land is rendered uncultivable and the repairs cannot be advantageously undertaken by the ryot, the rent on such lands should be totally suspended for ever. Hence taking into consideration the above point, the Provincial Government should have reserve powers to revise, alter or reduce or cancel the rents wherever they are inequitable by executive action, through their Revenue Settlement Officers, wherever such inequities are brought to the notice of the Government by the ryot. Of course, since a permanent settlement is suggested, it can be assumed that there can be no occasion whatsoever for the enhancement of rents. If the powers of the Provincial Government are invoked, it would be only for reduction or for total cancellation but it should not be for enhancement.

III. (a) The powers of collection of rent now given under the Madras Estates Land Act to the zamindar do require radical revision.

(b) and (c) The revision should be on the following lines so as to be less costly and just :—

1. The power of collection should be taken away from the landholder totally and must be vested in the village panchayats which should be elected on the principle of adult franchise with the help of secret balloting by introducing coloured boxes.

2. The zamindar can settle the demand every year just before the collection season commences and a list of ryots showing the amounts due for each kisti should be given to the village panchayats for collection.

3. The Provincial Government must make a statutory provision fixing the percentage of expenses for collection by the panchayats.

4. No movable properties of the ryot such as cattle, agricultural implements, crops and paddy heaps (పంటపొలం) should be attached, as this procedure entails terrible loss to the ryot and inconvenience to the zamindar.

5. The patta land can be attached.

6. The powers of attachments should vest in panchayats only.

7. The panchayats should be held responsible for expeditious collection of rent, supervised by the officials of the Revenue Department.

8. The attachment of the land can be made for every kisti without waiting for the end of fasli and it can be in the discretion of the panchayats.

9. Notice of distraint should be served personally on the defaulter. Secondary methods of service of notice should not be resorted to. If for personal service the defaulter is not amenable, service through post offices should be resorted to. Thirty days should be allowed, from the date of service of the distraint notice, for paying up the arrears. After the expiry of thirty days, sale notice should be served again on the defaulter personally or through post offices. The auction should be held in the village where the land is situated by giving proper publicity continuously for seven days in the village by beat of tom-tom just before the date of auction. After the auction is over, the sale should be confirmed after the expiry of 60 days. Just before the confirmation of the sale, another notice of confirmation should be served personally or through post on the ryot and if the arrears are paid, sale should be set aside.

IV. (a) As far as I know the conditions prevalent in our village Gollapalli and other villages of Nuzvid zamindari, we, the ryots possessing mamul wet lands, have inherent rights to the water-supply from the irrigation tanks ; and it is not as a result of any contract with the landholder.

(b) The zamindar in our villages has no superior right in the water sources. He is concerned with the proper maintenance of the sources only.

V. (a) Some of the villages in Nuzvid zamindari are not surveyed till this date. Some villages were surveyed forty years back but no proper records are maintained to be sure of accuracy. The difficulties resulting out of this state of affairs for the ryot in particular are obvious. Without knowing the exact extent of the holdings of the ryot, rent is being charged by the landholder, so much so, that the ryot is in miserable ignorance of the extent of his own holdings and how much he has got to pay by way of rent. Instances are not wanting where the landlords are collecting four times the legitimate rent from the ryot. Hence it is absolutely essential that all the estates should be surveyed and proper records should be maintained showing the extent and the number of survey stones planted around every field and the ryot should be made responsible to guard these stones, and if any stone is lost the ryot should get it replaced or should be made to pay for it. The zamindar or his agents or the officials of the Revenue Department not below the rank of the Revenue Inspector should periodically check these stones and proper remarks should be made in the village "Adangal" about the maintenance of the survey stones.

(b) The cost of survey must be borne by the zamindar and not by the ryot.

VI. In most of the villages in Nuzvid zamindari the zamindars are collecting certain levies in addition to rent called 'Meralu'. The rate of this levy generally ranges from one anna six pies to five annas per every acre of wet land owned by the ryot. It is often said that this levy is distributed among the village artisans namely carpenter, potter and washerman. There are some cases where the zamindars misappropriated even this amount without distributing among the artisans. The question for consideration is : Is it justifiable to collect this levy from the tenants? It may be argued that because this amount is distributed among the village artisans whose services are indispensable to the ryots, it is but proper to collect these levies. Now the question is to whom are these artisans rendering service free of cost. Is it to the zamindar or the ryots? The conditions prevailing in the villages are the artisans are rendering free service to the zamindars. The potter is supplying free of cost the necessary pots and earthen vessels to the zamindars for use in their gardens. The washerman without receiving any wages is rendering free household service to the landlord in the villages. The carpenter is repairing or making agricultural implements to the landlords free of cost for the use of his 'swantakamatam', but all these artisans are receiving necessary wages from the ryots for the services they render. Hence it means this, it is the ryot that pays for free rendering of service to the zamindar by the artisans. Hence I am of opinion that there is no equity and justice in collecting these customary levies from the ryot.

In Tiruvur and Nuzvid taluks in certain mokhasa villages levies like 'Karanam Selagalu', 'Sharabu Rusumu' and 'Devudu Rusumu' are being collected by the mokhasadars in addition to the rent. There cannot be two opinions about the fact that they are unjustifiable and inequitable and statutory provisions are essential, prohibiting the landlords from demanding or collecting levies customary or otherwise, from the ryot in addition to the rent.

VII. The tenants have inherent rights in all public paths, communal lands, bill and forest porambokes for grazing their cattle, collection of green manure, or firewood or wood for agricultural implements and for constructing cattle-sheds and houses all free of cost. In the stone quarries also, the tenants have inherent rights for taking away cut stones for constructing their houses. The tenants have inherent rights in utilizing the forest bushes and shrubs (కడ) for having fences around their fields. Unless all these

natural facilities are afforded, the ryot cannot carry on his agriculture. It is a matter of dire necessity and any fees imposed on the ryots for this will still impoverish them. Of course the ryots need not be allowed to sell the out stones of the quarries or firewood or fence and thus carrying on trade for profit. The ryots should be allowed to utilize them for their domestic and agricultural use only.

The zamindar is enjoying proceeds out of the sale of all forest produce such as fruits, nuts and leaves like సీతాఫలపుకాయలు, కరకాయలు, చిల్లినంజలు, ముడినింజలు, వేపనంజలు, చింతకాయ, వెలకకాయ, తాటికాయ, బొంబాయి, కొంజమంగాకు, మర్రికాయ, టూకులకు, తంగెడు చెక్క, కస్తూరి, etc., and the tenant has nothing to do with them.

As things are, zamindars have been misusing their control over the forests and the distribution of these agricultural uses of the forests in order to coerce the peasants into the acceptance of many undue and unjust imposts, such as illegal cesses, periodical enhancement of rents, forced labour (వజ్రచాకిరి), etc. Therefore all such forests of agricultural use should be placed under the control of the village panchayats.

Hence agricultural labourers and poor peasants should be allowed to gather free of cost and sell this forest produce to be utilized by them as means of their livelihood since nine months of the year they have no employment and consequently there is starvation. The zamindars should not interfere with this respect.

VIII. (a) The principles that should be observed in evolving a suitable scheme for the proper maintenance of tanks are as follows :—

1. The extent irrigated under a tank should be double the tank bed and should not exceed under any circumstances.

2. Whenever any ayacut under a tank is increased comparatively the tank bed and the bund also should be increased.

3. Before increasing the ayacut, it must be found out whether the supply of water by the tank is more than necessary for the irrigation of mamul wet.

4. A referendum should be taken from all the ryots of mamul wet lands under the tank whether ayacut should be increased or not and whether the supply of water is more than sufficient.

5. Every year an amount equal to one-fourth of the total rent collected on the lands irrigated by a particular tank should be set apart for repairs of the tank and this amount should be in the hands of the village panchayats to whom the repairs should be entrusted every year.

6. Any income derived from the trees standing in the area of the tank or from any sale of fish should also be kept separate to be utilized for the maintenance of the tank, and this amount should be in the hands of the village panchayat.

7. The tenants should be allowed to take cart-loads of silt from the tank bed free of cost.

8. The landholders have no right to lease out or alienate the area in the tank bed nor have they right to cultivate the tank bed, to raise any crop after the irrigation season is over.

(b) If the statutory powers are vested in the village panchayats for the maintenance of irrigation tanks with the necessary funds as mentioned in the foregoing paragraphs, the Provincial Government need not be clothed with any extra powers except to the extent of supervising the panchayats in this connexion through their officers of the Public Works Department. If the village panchayats are not given these powers, then it is absolutely essential for the Provincial Government to undertake the repairs or maintenance of irrigation works as experience has shown that zamindars are hopelessly averse to undertake any repairs of the tanks.

(c) Such powers should be vested in the Provincial Government to be applied *suo moto*, as well as on application by parties also. Where the Provincial Government is moved by the parties there should not be vexatious protracted trial but it must be deemed sufficient for proof of the failure on the part of the zamindar if it is found out that one-fourth of the rent collected on the irrigated lands and income from the trees and sale of fish, etc., is not spent for the repairs and upkeep of the tank every year.

#### ZAMABANDI.

IX. At present no zamindar is having yearly jamabandi worth the name. Hence the ryots are denied their fundamental rights to represent their grievances before the officials. So jamabandi should be held every year on the same lines as the Government

jamabandi of the ryotwari tracts as laid down in B.S.O. No. 12. But the point of consideration is by whom the jamabandi is to be held? Is it by the zamindar and his agents or by the Revenue Divisional Officer every year and by the District Collector once in five years? I am of opinion that the latter should be the case, if the jamabandi should be held on sound lines.

#### UNDER-TENANTS.

X. The question of under-tenants should not be taken at this stage as the position of the tenants itself is not stable. When the question relating to tenants is satisfactorily solved, then the question of under-tenants can be taken up. At present this point must be dropped.

XI. (a) & (b) The dispute between the zamindar and the tenants should be tried and solved speedily with less cost. For this purpose if ordinary Civil Courts are given powers to try them, the trial is always very vexatious, costly and protracted for years together. The stamp duty is exceedingly heavy. If the Revenue Courts are given powers, the subtle legal matters involved in these disputes cannot be affectively thrashed out by these officers, as the majority of them are not law graduates and after all the trial is summary. Hence special courts should be established for this purpose and they must be touring in the zamindari areas and the stamp duty should be reduced to an irreducible minimum and the justice should be meted out at the very doors of the tenant. The appellate court should be the High Court but not the Revenue Board.

XII. (a) It is but natural that a ryot occupies the waste land adjacent to and communication with his own land. If such adjacent lands are public paths or donkas or communal porambokes, naturally the village panchayats or local boards take care of them and the ryot will not be permitted to occupy. But if the lands adjacent to the lands of the tenants are only waste lands వేరే భూములు లేక నాడూ భూములు not being public paths, the zamindar can charge rent at the rate of the adjacent lands and such occupied lands should be included in the patta of the tenant in the jamabandi. No nazaranas or any other consideration can be justifiably charged by the zamindars. In this connexion the zamindar is not entitled to any reliefs or remedies to oust the tenants.

(b) In Nuzvid zamindari, so far as minor enfranchised inams are concerned, a levy called 'Inam Gattitum' which is generally Re. 1 per acre and in some cases even more. The rate of the quit-rent per acre of wet land in the case of such inams is Rs. 5-12-0 or even more and to add to this, this "Inam Gattitum" (ఇనాం గాట్టిటం) at Re. 1 per acre is being collected. The rate of the quit-rent itself is very high as such this additional levy of Re. 1 must be cancelled. Some suits were instituted questioning the validity of this levy and judgments were passed by the High Court setting aside this levy. Such of those inamdars who carried the litigation to the High Court got this relief and others who are not able to contend with the zamindars are still paying this levy. Hence statutory provision should be made preventing the zamindar from collecting this levy.

I may be permitted to submit a few lines more about certain other points which are not traversed by your questionnaire.

*Pattas and patta transfers.*—A patta should be granted to every ryot free of cost if required by him at the time of jamabandi showing all changes in his holdings that take place by way of alienations, etc. This need not be renewed every year unless there are any changes. The question of affecting changes in the holdings under a patta has become a very vexing problem. Though the Sub-Registrar invariably collects patta transfer fees at the time of the registration of sale deeds and submits them to the zamindar for affecting the transfers in the village accounts the zamindars are showing scant courtesy to them and no transfers are affected on some pretext or other. Hence statutory provision should be made making it imperative on the part of the zamindar to register a transfer when it is forwarded by the Sub-Registrar.

*Kists.*—At present in Nuzvid zamindari areas, the kists are from October to March. We are agitating for a change from a pretty long time. We cannot get any income from any land in the months of October, November, December and it is very trying period for the ryot. Nowadays failure of punasa dry crops has become unavoidable every year. All garden crops like tobacco and mango gardens, etc., yield only in April to June. Hence I strongly plead that the kists should be fixed from January to June.

*Right of trees.*—The Nuzvid zamindars are incorporating a clause in the patta that the trees standing in the holdings of the ryot on 30th June 1908, belong to them and the trees raised subsequently belong to the ryot. This was never accepted by the ryot as such we are refusing to take those pattas from the zamindars and the zamindars are resorting to a process called 'Tendering of pattas' without the knowledge of the ryots. This is often a cause of dispute or litigation between the ryots and the zamindars. There is no justification

in this demand of the zamindars and it is contrary to tradition. These trees were never raised by the zamindars and they were never interested in growing them. Therefore statutory provision should be made preventing the zamindars from interfering with the rights of the ryots in enjoying these trees.

*Village-sites.*—Vacant village-sites not occupied by the ryots should vest in the village panchayats but not in the zamindar. Hence statutory declaration should be made to this effect. Village-sites owned by the ryots, if cultivated should not be assessed.

Powers of regulation of water from the irrigation sources should vest in panchayats.

Unauthorized occupation of the public paths, communal lands and tank beds either by the zamindar or by the ryot should be penalized.

*Rents in ryotwari villages.*—The ryotwari village Vatlur which is on the border of Gollapalli estate in Nuzvid zamindari may be taken as an example to judge the vast disparity in the rents for mamul wet lands between the zamindari and ryotwari tracts. The rent per acre of mamul wet land irrigated by tank is Rs. 3-8-0 and for this also remission is granted by the Government in case of failure of crops. Hence I invite the attention of the committee to this important point.

*Forest reserves.*—I have explained the respective rights of the zamindars and tenants in forest and hill porambokes in my answer to question No. VII. The forests should be kept as reserves and the zamindars even after allowing certain portions for the utilization of the ryots have no right in selling the fuel or the timber. The tendency of the zamindars is to lease out the reserve forests for cutting and selling the timber and fuel. And there are practically no reserve forests in Nuzvid zamindari areas; all have been converted into plains on account of this misuse of the reserve forests there is constant failure of rains. Thirty years back almost all the forests were kept as reserves and they were never cut and sold, and there was no failure of rains in those days, but nowadays failure of rains has become the order of the day in Nuzvid zamindari areas. So statutory provision should be made to the effect that forest should be kept as reserves.

*Interest on arrears of rent.*—The Nuzvid zamindars are charging interest on the arrears of rent at the rate of 6 per cent. We desire that no interest should be charged and the Zamindars should be prohibited from collecting interest on arrears of rent.

*Water-tax.*—Water-tax is being charged in the Nuzvid zamindari areas without sticking to any principles. The minimum rate charged is Rs. 8 per acre and the maximum knows no limit. The principles observed by the Government in ryotwari tract should be observed by the zamindars also and those principles should be embodied in the statute. The maximum water-tax that should be charged per acre should not exceed Rs. 3 subject to remission if the crop does not give estimation of one-third of the normal produce. (I mean five bags of paddy each bag weighing 166 lb. net.) Generally water comes to the tanks in the month of July and transplantation season will be in full swing in this month and will be over before the middle of August, whereas in ryotwari tracts water is given to the ryots from last week of May. Therefore in ryotwari tracts the paddy crop has an advantage of long life of six months and the results are very good but in Nuzvid zamindari areas, since the water comes to the tanks in July, the paddy crop will not have the advantage of long life of six months and the results of the crops also are not good. Even then a heavy water-tax is charged. Hence statutory provision should be made fixing the water-tax at Rs. 3 under a tank in the zamindari areas.

*Constitution of special courts.*—I have suggested in reply to question No. XI (a) and (b), that special courts should be constituted for settling the disputes between the zamindar and tenants. So a word about the constitution of such special courts will not be out of place. I suggest that these special courts should consist of three judges, (1) a Judicial officer of the Government not below the rank of a District Judge, (2) a representative of the peasants and (3) a representative of the zamindars. Acquisition of lands to be used as "mandabayallu" మందాబాయిలు. In rainy season, when all the fields are under cultivation, there will be no space in the villages for tending the cattle and flocks of sheep and goats. For instance, in our village, Gollapalli, there is not even an inch of vacant land around the village. There is no space to move about for the cattle, sheep and goats. On the one side tanks have to be crossed to go to the forests. If those tanks are full, it is not possible to go to the forests. On the other side, there is small river called Tammileru, and we have to cross this to go to this side of the forests. When this river is full, it will be uncrossable. Then the cattle and sheep have to die for there is no vacant space to herd them. So vacant lands around the village used for herding the cattle in rainy season are called "mandabayallu" మందాబాయిలు. Hence certain lands should be acquired for setting apart to be utilized for the above purpose, and the compensation for acquisition should be borne by the Zamindar, as he is responsible for alienating such lands previously for personal gain. Statutory provision should be made to this effect.

**Memorandum by Parvathineni Venkatasubbiah, Secretary of Ryots' Association,  
Nuzvid taluk, Kistna district.**

I. (a) The tenant is the proprietor of the soil.

(b) The tenant has the right of cultivating the soil and of enjoying the fruits of cultivation. But as he has not right to sell the land in certain villages, he should be accorded all the rights which the landholder is now enjoying in the land.

II. (a) The lawful amount that can be collected on the net income of the soil that remains after deducting the cultivation charges is a fair rent.

(b) A fair rent should be determined taking into consideration the cultivation charges, family expenses and loss of crops from seasonal adversities such as abnormal or defective rains.

(c) There should be statutory provision for remission. Remission should be granted when prices have fallen and when famine occurs owing to seasonal adversities.

(d) Rates should be settled once for all.

(e) Yes.

III. (a) Yes.

(b) The Government themselves should collect the rent and return the balance to the landholder after deducting from the rent the expenses for the rent-collection and the zamindar at his own cost, a *Syst* of three rupees may be charged in respect of lands.

(c) The measures adopted in Government ryotwari villages to be followed in zamindaris also.

IV. (a) Tenants should have inherent rights in this respect.

(b) The landholder is enjoying a superior right in the water-sources, though all the tanks were constructed by ryots themselves. As landholders happen to have private holdings under the ayacut of tanks, they do not allow the tenants to have water for their crops, until all their own fields are irrigated. They may even refuse water-supply altogether. They would not permit ryots or their cattle to use the tanks for drinking purposes, if they were so minded. They will not do repairs to tanks which are now lying in a dilapidated condition. In the result, frequent failure of crops and famine conditions are experienced. Though they have no special rights over the water-sources in their zamins, zamindars have been exercising them autocratically.

V. (a) Yes.

(b) The landholders should bear all the cost.

VI. The landholders cannot demand any such levies. But zamindars are forcibly collecting such levies. Legislation should be passed making such collections, a criminal offence.

VII. (a) Ryots have rights to utilize natural facilities but they are being forcibly deprived of these rights. These facilities should be under the control of village panchayats and be enjoyed by all the people of the village.

(b) Tenants have an inherent right in this respect, which is being highhandedly violated by the zamindar.

(c) Though ryots alone are entitled to use these public paths, etc., jointly, the zamindar has illegally taken them into his own exclusive possession.

VIII. (a) Irrigation sources and works should be entrusted to Public Works Department and they should carry out repairs at the ryots' request.

(b) Irrigation sources and works should never be under the control of the zamindars. They should be under the control of the Government, who must have the contemplated statutory powers with regard to their repairs.

(c) Such powers to be exercised *suo motu* or on application by parties.

IX. Yes, as a rule.

X. The same kind of relation that exists between the pattadar and the zamindar should also exist between the under-tenant and the pattadar.

XI. (a) A Special Tribunal (Land Court) should be constituted for the purpose.

(b) They should be tried in Special Courts which must consist of one representative of ryots, one representative of the zamindar and one Government officer. Such courts should be established in each district and taluk of this Presidency. The Special Court of each district should tour in its appropriate area and decide cases free of all court-expenses to ryots.

XII. (a) Zamindars should grant pattas to the ryots concerned for such lands and collect rents from them according to the prevailing rates. The ryots should not be evicted from the lands occupied unauthorisedly.

(b) Doing away with the system of zamindars and mokhasadars, the Government should take all such villages into their own possession.



*Other matters.*

' Grama kantams ' (village sites) should be given away as house-sites on application by ryots, without demanding any compensation.

The receipt given for the payment of the rent should contain demarcation and patta numbers.

Zamindars should not have the power of attaching movable property. The procedure followed with regard to the attachment of immovable property should be observed in the case of movable property also.

The land rent for wet cultivation in dry lands should not be more than the rate levied on wet lands irrigated by delta canals.

New pattas have been granted with regard to forests, waste lands and village sites with a view to bringing them under the control of the panchayats. All these pattas should be cancelled.

**Memorandum by the ryots of Kaza village, Divi taluk, Kistna district.**

I. (a) The tenant is the proprietor of the soil.

(b) The interest in land between the landlord and the tenant is that of a drone and bee. The tenant works day and night in the fields to feed himself and the parasites.

II. (a) One-twentieth of the net income got from the lands.

(b) The expenses of the cultivation, the fertility of the soil, the yearly yield of the land and the means of the ryot should be taken into account in fixing a fair and equitable rent.

(c) There should be some statutory provision for remission of rent especially during the failure of crops on the principles that are being now adopted by the Government in giving remission of water-rate and land revenue.

(d) We wish to settle the rate or share of rent for a particular area once for all.

(e) The Provincial Governments should have reserve powers to revise, alter or reduce the rents where they are inequitable by executive action through their revenue settlement officers.

III. (a) The powers of collection of rent now given to landholders under the Madras Estates Land Act require revision.

(b) At present for an arrear of one anna the landlord has got the power to attach immovable property. This is a very expensive process. The poor ryot has to bear all these expenses. In addition to this, the zamindar is not keeping the up-to-date records of rights. So much so, the ryot cannot identify his arrears and his confiscated immovable property. In this way some of the ryots lose their lands.

Another detestable process to collect the arrears is to confiscate the standing crop. The zamindar posts watchmen at the field before a fortnight of the actual harvest. Until the crop is thrashed the watchmen are there. By this time more than a month elapses and the ryot has to bear all these expenses.

We are giving a heart-rending incident in this respect. A shepherd did not give his mamul (annual tip) to a samudar. To take vengeance against him he managed to keep him in arrears of As. 8 rent. The expenses incurred to collect this small sum are Rs. 11-8-0. Two acres have been attached to realize Rs. 12 from the ryot.

The ryots have no idea of their arrears. They are in ignorance until their lands are confiscated. Partly due to the not keeping of up-to-date records of rights by the landlords and partly due to the revenging spirit of collecting officers the ryots are submitted to intolerable difficulties in paying their rents.

So much so, in the interest of the betterment of the lot of the famishing ryots, it is better to abrogate the power of the landlord to confiscate immovable property for trivial arrears and also to collect watchman's coolie when the standing crop is attached. In case the immovable property had to be attached for big arrears it may be done as per the rules that are being followed by the Government in attaching the lands.

IV. The rights of the tenant to water-supply are inherent as being appurtenant to the land.

V. (a) The estates must maintain a record of rights compulsorily.

(b) The ryots should be exempted to bear the cost of land survey and the zamindar should be compelled to adopt the land survey system of the Government.

VI. Unthinkable to cherish any idea of allowing levies, customary or otherwise, from ryots in addition to rent.



VII. (a) There should be full liberty to the tenants to graze their cattle, to collect green manure and to take wood for agricultural implements free of cost.

(b) The tenant has got inherent right to use them for their domestic and agricultural purposes free of cost.

(c) With regard to the public paths, communal lands and hill and forest porambokes the landholder should have no right and these should be given to the panchayats.

VIII. Three decades back we were giving a rent of Rs. 2 per acre. Our Zamindar of Challapalli got hold of the leaders of the village, fed them sumptuously in his fortress for a month, gave them a under cloth, upper cloth and a head-dress and finally influenced over them to write muchilkas to pay a rent of Rs. 3 per acre on the condition that he would repair all the bodis (sub-channels) in the village limits. Subsequently the other sheepish tenants also were easily allured to write muchilkas to pay a rent of Rs. 3 per acre. Our village contains 6,000 acres and the zamindar increased his rent to this extent by this transaction. At the most Rs. 2,000 are enough to keep the bodis in good condition. Long long ago he violated the contract and only three years back he revived it due to the agitation of the Ryots' Association. At present he gives only Rs. 700 or Rs. 800 to the ryots to repair the bodis for themselves. This sum is quite insufficient and it depends on the whims and fancies of his officers. So much so, we wish to take the repairs or maintenance of irrigation works *suo moto* by the Provincial Government where the landholders fail to take necessary and proper steps to repair them.

IX. Yearly jamabandi in zamindari villages is quite necessary.

X. (a) The under-tenant is responsible to do with the zamindar.

(b) The under-tenant has nothing to do with the zamindars.

XI. (a) Revenue Board should be abolished and the civil courts should be invested with those powers.

(b) In civil courts the action and proceedings between landholders and tenants should be fixed and there is no need to constitute a special tribunal.

XII. (a) The ryot is unusually occupying the uneconomic waste lands. These are not cultivated by the landlord as they are beyond his power to bring into cultivation. If the ryot does not occupy it they will remain uncultivated for ever. In the beginning the ryot does not get any yield from the land. It hardly meets the expenses. After intense manuring for years together it becomes an economic holding. In this state the price of the holding equals that of the expenses incurred in fertilizing the plots. So much so, the landlord cannot claim any relief or remedy for unauthorized occupation of lands by ryots.

#### RYOTS OF KAZA VILLAGE.

#### Memorandum by the ryots of Muktyala estate otherwise known as Chintalapati Vontu estate, Nandigama taluk, Kistna district.

I. *Proprietorship of the soil.*—The State proprietorship in the soil has underwent many changes in India. Saniti Parva in Mahabharatam and the very first chapter of Sukraniti-saram relate that the origin of kingship in ancient India is divine. Out of chaos and ruin the kingship is evolved. When the whole country was in a ruinous anarchic condition and when people took to heels in all directions, the Brahma, the Almighty, created the king to receive tributes from the people and to protect them from internal dissensions and external dangers. Hence paradoxically Sukra says that the king was the lord of the people and at the same time their servant. The king was all in all and became lord-paramount who is the sole proprietor of the soil and who can do away even with the lives of the people. The king strengthened his position by collecting loyal subjects round him and posting them through the length and breadth of the land and his royal representatives to look after the people and to safeguard his own interests.

As people settled themselves peacefully and as civil government advanced, they began to realize their own vested interests in land and property and claimed their rights unhesitatingly by paying tribute to the sovereign for maintenance of the government. In his book "Corporate Life in Ancient India," Mujumdar quotes from "Brihaspathi Dharmasastra" of sixth or seventh century A.D. that "should any such partner in trade happen to die through want of proper care, his goods must be shown and delivered to officers appointed by the king." This quotation establishes that the king can claim any person's private property after the person's demise and if the deceased had no heirs. Sukra's division of private property into the heads of Sahaja and Adhika which connotes the ancestral and Adhika self-acquired by means of salary, interest, profit and such other means. Such a clear distinction is an exact instance in point. Not only the eminent Hindu kings recognized individual proprietary right on all forms of wealth but they

decidedly recognized the institution of private property including on land. Kantillya gave a severe warning to the king not to interfere with the property rights of his subjects as "a man will sooner forgive the slaying of his father than the confiscation of his patrimony." All these references clearly indicate that the ancient Indian State had clearly acceded to its people the individual proprietary right.

Speaking of wholesale confiscation of the ecclesiastical property in France, Burke exclaims in his "Reflection on the French Revolution": "If this exclusive and lawful right prevailed, far different would be the real riches of the sovereigns of Europe and the loyalty and the fidelity they are served. They would soon reign over solitude and deserts over mendicants and barbarians." The Hindu sovereign realized the dangers involved in not granting the individual proprietary right of the land. If the case had been otherwise, they would have found the ruin of the kings and the nations.

The case had been otherwise during the Moghul period. There was no steady policy followed. Nominally the Moghuls claimed all the lands as their khalsa. Land revenue policy was not systematized and rights of either of the parties were not clearly defined.

Man is by nature selfish and selfless people are saints. It is but human nature to hoard up and hand over to dear darlings the fruits of industry which is the very foundation of everything excellent and beneficial in the sublunary state. The prosperity or otherwise of the various kingdoms in the world mostly depend on the prevalence or neglect of this principle.

The British Government very soon recognized the elementary right of the people to enjoy their hard-earned fruits of labour in perpetuity without State interruption. By paying royalty to the Government the ryots have even the mining privileges. But in zamindari areas the zamindar often evicts innocent ryots on the plea of digging small pits complaining that the land has been utilized for non-agricultural purposes. The provision should be completely eradicated from the Estates Land Act so that to enable the ryot to build cattle-sheds or even his own house, to dig some baskets of earth to fill up the pits in the cattle-sheds. It was even decided by the Privy Council in some Mr. Sethurathnam Ayyar's (zamindar near Mayavaram) case *v.* Secretary of State for India against the zamindar when he contested for mining rights in his estate. Such being the case, the provision to evict the ryot even for pitching up a small hut for guarding the fields and on the basis of rendering the field for non-agricultural purposes, is purely against sense of justice and a favour to the zamindar to harass the ryots. Even now the Government will weigh the pros and cons of the provisions and come in rescue of the ryot and extract him from the clutches of the zamindar.

The condition for not digging pits and for not constructing even temporary sheds is absent in the pattas given by the Zamindar of Mirjapuram which is almost equivalent to a patta granted by the Government which is almost ideal when compared with other pattas which are full of avaricious demands. Please refer to the printed draft \* of the patta enclosed.

The grant of occupancy rights in 1908 and regulations governing the tenancy problem in this Presidency prove that the proprietor of the soil is the ryot. Recognizing the principle of fixing of tenure and judicial rent, the Government passed statutory legislation for giving compensation to the individual proprietorship of the soil when the particular plot of land is required for public purposes.

Such being the state of affairs in the twentieth century, it is a sorry spectacle that a zamindar in Nandigama—a nook and corner taluk of Kistna district—dismisses the sanctity of the individual rights of property into a nominal rate of compensation of Rupees 30 per acre which ordinarily costs three hundred rupees by including a separate clause in the previous pattas of 1906 and 1907 and also in the current ones which the zamindar is bent upon to get the pattas and muchilkas registered for a limitless period ratifying the so-called customary demand of the zamindar which is to evict a ryot from his acre of land by paying thirty rupees as the nominal compensation. The pattas \* are enclosed for kind perusal of the committee.

II. (a) *Remissions*.—The raja is India and India is the raja. Without the raja neither Coimbatore can boast of Manchester of Southern India nor Madras as one of the best cities of the world. Without him there is no Pycroft's road and Surajmul Lallubhai & Sons. It is he who can square the Government budget though he cannot square his own.

The settlement of land rent consists in the determination of the share of the produce or rental to which the State is entitled and in the record of all private rights and interests in the land. Before determining the fair and equitable rent, one should bear in mind that an exact estimate of the average annual value of the produce of the plot to be assessed should be made by an elaborate system of classification of land according to

\* Not printed.

fertility and by experimenting the average yield on trial plots and by thoroughly enquiring into the conditions of fertility of the soil, of the economic condition of the ryot, of the market values of the produce, and of the vicissitudes of season. After careful investigation on the above basis the cost of cultivation should be deducted and large allowances should be made for the distance from the markets in carting the produce, for his family maintenance including a decent habitable house and one-half of the net profit is assumed to be the land rent or revenue of the Government?

II. (b) The primary consideration that should be taken into consideration in fixing a fair and equitable rent are (1) the remuneration for intellectual and physical labour for ploughing, sowing, reaping, weeding, bowing and for general supervision, and (2) allowance for capital invested in ploughing cattle, agricultural implements, seeds, manure, etc. The next principle of assessment of land rent which is nothing but the periodic payment for natural differential advantages of the soil is the tenants' economic capacity to pay. To a tenant who is overburdened with debts and whose holding does not yield even the minimum produce owing to several factors—changes in the monsoon and the depletion of the soil, the land rent will be an additional calamity on his head. The immediate step for his ruin will be the sale of his holding depriving him from eking out his livelihood.

II. (c) Undoubtedly there should be statutory provision for remission of rent in the Estates Land Act. Necessity will arise for remission of rent only during extraneous circumstances and unhappy occurrences like famines and cyclones. There will be no fear that requests will be made during days of opulence and ordinary circumstances. The claim of the tenantry for a statutory provision for remission is neither revolutionary nor confiscatory. Even Crown representatives like Viceroys and Governors have foregone some percentage in their salaries during bad economic days but the zamindars who happen to be a perennial source of opulence did not even care to reduce a pie of their land rent in spite of the repeated requests of their tenantry and of the sound and mild advices of the British administrators. Not only that when his neighbour who had the benefit of remission granted by the Government during depressing years like 1933, 1934 and 1935, the estate ryot had to pay old assessment in full plus the accrued arrears with interest multiplied even at times by the mischief of the zamindar's clerks. Is there any zamindar to his credit in our Presidency who gave at least some real concession to his tenantry and shed a sympathetic tear for their miserable plight during days of depression and despondency?

Is it a crime if the tenants do crave for such a provision to be recorded in the statute book? There are instances where the Court of Wards granted such concessions when they took up the administration of some estate.

The zamindar's contention is that the discretionary right should be placed in their hands to grant concessions. Perhaps to make use of such a boon during electioneering campaign and for confining special favour for their loyal and obedient subjects.

The guiding principle to have a statutory provision for remission are that when there is absolute failure of monsoon and consequent total failure in crop, when the prices of the commodities have fallen, when the crops are damaged by floods and cyclones. It is a common thing during jamabandi when the tanks are not overfull and the crops consequently fail the Government grant full remissions for minor irrigation schemes. But opposite is the picture in the zamin areas. The landholders not only refuse to pay remission where tanks fail but they should have the first benefit for utilizing the tank water for their kamatam lands whenever they have very rarely filled up with water.

Village accountants generally submit to the higher authorities the cultivation account "sagubadi" and also note the total crop or percentage of yield in the village. It will be of immense use if they follow the method of village accountants of Government villages who prepare a separate account showing percentage of yield of each patta and reasons for the failure of crop and submit it to the Tahsildar and Sub-Collector who are the final authorities for ordering remissions. It is better if the same thing is copied in estate villages as the village accountants' karnams prepare sagubadi and thus acquaint the Government officers the percentage of yield in the villages.

In the zamindar's include a provision in the pattas giving no scope for realization of rent either for the hardships attributed to God or for the hardships attributed to the State.

II. (d) The tenant used to pay to the landlord in two following ways by surrendering to the landlord into a share of the crop and by cash payment which does not vary with the harvest. The substitution of money rent for rents in kind may in a great measure remove the abuse by making the landlords demand more certain. In the last century money rents were uncommon. But with the incoming of the vast hoard of silver, the substitution of money rent is becoming more prevalent. Also the growing of such rich commercial crops like cotton (not now) but groundnut and turmeric by more enterprising tenants have made the institution of money rent more and more common.

Though permanent settlement has its advantages it has no drawback that it may not protect the tenants during the days of famine and days of economic depression. It would be surely very difficult for the ryot to pay the amount settled and uses to pay during palmy days when unfortunately during any famine year. Provided protection is given for such famine and unhappy years and statutory provision is made for reduction of course permanent settlement is better. No doubt if the permanent settlement is extended to temporarily settled tracts, the expense and harassment of the present assessment operations would be avoided and the tenant would have a mere happy and contented life. The landed property would greatly rise in value by leaps and bounds. To quote Dr. Pattabhi from the History of the Congress, "The Congress in 1896 adopting the temporary policy prayed for at least an interval of sixty years from one revision to another. In 1892 the Congress pleaded for fixing and permanance to land revenue demand so as to permit capital and labour to combine to develop the agriculture of the country. In 1903 the Congress demanded judicial and legislative restriction on over-assessment. In 1908 the Congress virtually gave up the subject in despair," when our Madras Estates Land Act had been passed. It is in the fitness of things that national government shouldered by eminent leaders of the Congress sitting in judgment to solve the rent problem and ameliorate the condition of the God-forsaken tenant in the zamindari areas.

Though the ryot has no benefit of fixing of tenure but the zamindar and by permanently settling their estates, began to exact from the peasantry. From times immemorial the tenants enjoyed the right of permanent tenure and fixity of rent and were owners of the soil while the zamindars' right was insecure and depended generally on the prescription of enjoyment. Lord Cornwallis in 1793 permanently settled the estates of the zamindars who were the farmers of revenue till then to the highest bidder. With a view to ensure definite amount of revenue, and to confirm the loyalty of the most substantial classes. As Mr. M. Ratnaswami daringly in his lecture on land revenue system observed that "The expectation of the creator of the permanent settlement that the zamindari system would conduce to statutory were not realized everywhere." By this enactment the people were left to the mercy of the zamindars. There was regular topsy turvy of the position of the zamindar and the present peasant as well. The farmers became tenants at will until regulations were passed by the Government to safeguard the interests of the peasants from eviction. The Government then allowed not exceeding ten per cent to the zamindar of the economic rent which he has to collect from ryots. As times advanced, population grew and occupies more land and consequently prices rose. Competition for land increased and rack-renting became rife. Rent lands and Tenancy Acts were passed in 1908. The Madras Estates Land Act was passed establishing the ryots' occupancy right in land. An opportunity is created by popular government to tackle the vexed question and it is proper to abolish further settlement of revenue and thus place the zamindari ryot on an equal footing with the Government ryotwari ryot in every respect by reducing the overburdened taxation and by clearly defining the relations of the tenant and landholder.

(e) By all means the Provincial Government should rescue powers to revise, alter or reduce the rent wherever they are inequitable by executive action through revenue settlement officers. This reservation of power would immensely help the ryot population during famine years and during years of economic depression when the zamindar fail to give remissions as the Government can interfere and can know from the village accountants, karnams and other subordinate officials the real state of affairs and thus compel the zamindar to suspend rents for the year and thus to copy their example in suit.

While the rents in Government ryotwari areas are low the neighbouring zamindari areas have to pay abnormal rents. The zamindars enhanced rents three times during two half century let alone the previous enhancements.

To set right such exigencies and to interfere with periodical enhancements so that justice may be done to the ryots and to compel the zamindars to grant remissions, such reservation of power by the Provincial Government is an inferior necessity.

III. *Rent collections*.—A cultivator in zamindari area may claim to have his rent fixed by a rent court and to remain in secure possession so long as he pays the amount which the rent court, not the landholder, considers equitable. He is virtually a peasant proprietor paying a judicial rent for the enjoyment of his land.

The powers given to the landholder to collect his rent shall require immediate revision. As it has been misused for harassing the ryots with the regular nuisance of joint pattas. It is a pity that the procedure prescribed by the Act is too formal to be beneficial. Form and ceremony became an unwelcome encumbrance. Fraud gradually enveloped the observance of the minor directions of the procedure. To cite, for example, the sad tale of peasantry in the estates in Nandigama taluk, is enough in this connexion. The zamindar got pattas and muchilkas registered for nearly a lease of thirty years. Even the lease has been over and there have been so many sales of lands registered, the zamindars did not

recognize the real owners of the land and did not grant proper pattas till now. The zamindar's agent grant receipts for the payment with the number of extinct pattas without noting demarcation numbers. Even such useless receipts are granted on small slips of paper without even attaching signatures of the collection clerks who are not the authorized agents. When requested to grant proper receipts, the responsible officers say that there is no such custom and there is no provision in the Estates Land Act to note the demarcation numbers of the land in the receipt and to give printed receipts. Some of the receipts granted are herewith enclosed for kind perusal. One can write a volume of horrors and nuisance of joint pattas. The zamindar puts a plea through his agent that according to the Act no holding of five acres extent cannot be recognized as a single patta. He bent upon to get the pattas with most harassing conditions registered for unlimited period with the ryot's cost. In addition to improper receipts the condition in the patta when summarized result that the ryot has no right even to construct a shed in his land, to dig a pit, to take earth to clean his ground and mud walls, to evict his land for Rs. 30 to accept whatever receipts are given by whomsoever he appoints without authorization, not to dispute the receipt given and with such penalizing boons from the ryots.

(b) Hence, the powers of collection require immediate revision on the following lines :—

There should be a standardization of pattas and muchilkas. The draft should be included in the Act. The patta and muchilka should not contain no other conditions excepting the proper extent and proper rent to be paid by the ryot. When tendered through revenue court, such pattas only are enforced. The Government pattas for Government ryotwari lands have no conditions attached in it. When there is the Act binding between the landholder and the ryot, what necessity is there to include conditions in the patta? Is not the Zamindar of Mirzapur who do not include any other condition excepting the rent to be paid and schedule of ryoti land, collecting his rent. Not only that, there should be a provision in the Act that entire registration of pattas for long leases should be dispensed with when there is no necessity for it. If all the estates are compulsorily surveyed and the record of rights are preferred, one can dispense with the patta and muchilka as the Government have done. The revision survey had been undertaken during 1929 and the collection work was going on without interruption, even without pattas in Government areas. Even the Rent Recovery Act provided that the exchange of these documents might be dispensed with by consent but the Estates Land Act has gone retrograde in giving a great predominance. In this respect legislation is at least a century behind the times. In estates, therefore, where a record of rights which must be made compulsory is ready, pattas and muchilkas can be conveniently abolished and any alteration in the terms of the tenancy may be duly entered in such record, so that it can furnish conclusive evidence on the matters dealt with by it.

The draft of proper receipt should be included in the Act. The item in the previous draft of the receipt in Estates Land Act. The description of land should be clearly defined as the patta of the holding with the demarcation number and its extent so that to safeguard against the horrors of joint pattas.

The right of recognition of transfer and sale of holdings should be in the hands of the Tahsildars and subordinates as in Government areas. A copy of every such recognized transfer may be sent to the zamindar. Even though copies of transfer of sales of holdings are sent through register office according to the amended Act, the zamindars are not recognizing the transfers and do not want to part with joint pattas a weapon to harass the ryots. So the best thing is to transfer the right of recognition of sale of holdings and register the owner to the Tahsildar and to prepare No. 10 section account as in Government areas. Zamindars may be informed of such recognized transfers periodically.

(c) The measures to be adopted with regard to the collection in order to make the procedure simpler are as follows :—

The collection work should be entrusted to the village officers and when sending money to the zamindar duplicate copies should be prepared by village officers so that one should accompany the money or ' irsal ' amount to the zamindar and the second copy should be sent to the Tahsildar in the village tappal. The zamindar should send the receipt for the payment sent through the Tahsildar to the village officers. Now the services of the vettis or talayaris in zamindari areas are utilized by the zamindar for carrying the amount of money from the villages to the zamindar. In return for lending the services of the village officers, the zamindar should contribute three-fourths or even full of the salaries of the village officers and talayaris. The same thing was done through a court compromise in Venkatagiri estate very recently. By this method, the zamindar may

utilize the salary of this collection clerks to the village officers or to the panchayat if established in future and can be sure of easy collection and the Government also know what amount is sent through an irusainama copy if sent by the village officer to the Taluk office so that the village officer may be safe from the zamindar and at the same time a check on the village officers towards misappropriation. The ryot also can rely on the persons with Government authority to take receipts from them. The method of collection will be simplified and the ryot can be satisfied that they are getting receipt from the village officer who are responsible to the Government and to the zamindar equally. The Government can claim three-fourths or full as it may deem fit from the zamindar to whom his amount will not be an additional burden as he has to expend for collection work. By this method the Government can reduce a portion of their expenditure as far as village administration in zamindari areas is concerned, the zamindar may not feel any additional burden and moreover, he has recognized authority over the village officers and servants and can collect rent more easily and the people may have relief to get receipts for the payment from the man responsible for the Government as well for the zamindar alike.

As regards sale of holdings, the nuisance of joint pattas should be immediately dispensed with. Now the ryots are kept wantonly ignorant of the sale. In joint pattas, if a ryot does not pay and is in default and if the other does not happen to be a loyal subject of the zamindar, it is sure that the other man who happens to pay holding will be attached and sold simply to avenge. Every notice of sale of the holding should be personally served by the thalayaris or vettis of the village through the officer of the Taluk office to the defaulter and as well to all the joint holders of the patta so that they may take care of themselves. For this no extra payment should be made for process summons of the revenue court. When there are thalayaris and vettis responsible to the Government, the way of sending notices through the peon of the subdivision is simply to impose extra burden on the ryot. Whatever notice the zamindar and the Government want to serve on the ryot they can do through the vettis and thalayaris through the Taluk office through the offices of the Tahsildar, Revenue Inspector and village officers. This method simplifies the cost to the ryot, to the zamindar and as well to the Government.

IV. (a) The right of ryot to water is never a contract with the landholder. They are inherent and are apportioned to land itself. If the popular Government think of creating any undue and unwise favour to the zamindar the ryots will not have even a drop of water to drink. The zamindar even begin to obstruct digging of private wells in the land for purposes of gardening for which there is no restriction in the present Estates Land Act.

(b) The zamindar being the farmers of revenue and a recent creation by the Moghul are simply intermediaries between the Government and the governed. Their position as an ijaradar is just like a mad occupant without monthly salary but with a percentage of the income for his maintenance and livelihood and as a return for his services for collection of revenue. Do the Government set apart any taluks for the Tahsildars for their periodical enjoyment? Can the Tahsildars of present day command waters and utilize the sources of water for their own benefit. The water right belongs to the state and no intermediary has nothing to do with it. The native states have sovereign powers and they are the descendants of ancient ruling sovereigns. Hence there are a quite different footing with the zamindars.

V. (a) No other estates excepting those that were under the Court of Wards management for a pretty long time were surveyed. The reason for such non-intervention and on part the Government is hitherto that the entire administration was either in the hands of the zamindars or controlled by them. It is a sorry spectacle that even during this twentieth century that some portions of land are not surveyed and record of rights are not prepared. The zamindars in general did not care for surveying the estate and the ryots have to suffer from all sorts of trouble of joint pattas, shortage of acreage, no check for encroachment. One of the necessary results of survey and preparing record of rights is the prevention of litigation and of crime. In the words of Mr. Thompson, the Settlement Officer "comes among the people as their friend and peacemaker rather than as their judge." The nature of work of the settlement officer or survey is that of arbitration. He reduces the terms of agreement to record and gives to the record the stamp of judicial authority. Every field in the village is marked in the map and it has a number corresponding with a register or a field book. In this are entered the area of the field, the crop, the rent payable for it and names of the landholder and the tenant and other particulars. A rent-roll is prepared for every village showing the fields and area of each of cultivator's holding, the length of time for which he has held the rent which he has to

pay and the person to whom it is payable. A list is also drawn up showing the proprietors of land in the village the share of each and the amount of revenue for which each is responsible.

When all the Government ryotwari ryots are enjoying such privileges with peace of mind, it is gross injustice to deny such rights to the tenants in the zamindari areas when store account is carefully preserved and constantly supervised in Government riparian areas. One cannot find a single store on any side of the field or on any side of the village boundary what ill-fated and unhappy is the lot of the zamin tenants? Even the Tahsildar and Revenue Inspector cannot recognize the number of the fields when they visit the villages and have to depend entirely on the village officers as there is no map nor any proper account in the taluk office. Hence they simply see the crop in the fields lying on either side of the Government donka or a field lying by the side of a minor inam and then attest their signatures in sagubadi account. We hope that the national Government will thoroughly go into the question and at least confer this boon on the helpless ryots. The national Government is no friend of the people if they fail in making this paltry reform.

(b) As per the proportion of cost to be borne it is better to fix it as 2 : 3. Though it is the duty of the zamindar to prepare the record of rights and get them registered by paying necessary fees to Government they failed in their personal interest to harass the ryot from at least a century. Moreover landholder is generally in a convenient position and in opulance a slight higher than his tenants.

VI. The prevalence of extra levies dates back to the Moghul period. The Abwabs and Nazars etymologically mean allowance granted more than the settled rates of revenue. They have gradually degenerated and they are the exactions demanded by the local authorities for their own benefit and their prevalence is a sure indication of slackening of imperial control over the subordinate authorities. Nazars or presents are warranted by age, long custom of etiquette. Such things encourage immortality in the administration and will be source of getting personal favours.

Such being the case, why the zamindars should be given almost a licence for collecting such illegal exactions in addition to their vast resources from the poor and poverty-stricken ryots.

The most wonderful thing in an estate is that ten to twenty per cent of sale value of the lands sold is demanded as Nazarana from a person who is in need of a patta transfer. This sort of Nazarana will be slightly reduced as a concession if an enhancement in the rent is agreed by the ryot. In some villages the estate pattas are not transferred for non-acceptance of above Nazarana.

Hence there is no justification to allow the zamindars to demand extra levies in addition to rent which is abnormally higher than the Government rate of assessment. Such things lead to extra expenditure exploitation and harassment and troubles for the ryots.

VII. (a) The services of the intermediaries during the Mogul time has become an imperious necessity for speedy collection of revenue previous to the establishment of harmonious and beneficent relationship with the people. Constant change of dynasties and the unstable nature of central authority gave rise to the zamindars who were entrusted with an area to farm out revenues into a fixed percentage as a remuneration for their services. The British also with a political motive did not change the social order but to a great extent limited their powers. As population grew the forests were cut and turned out to pasture and arable lands by the peasantry on payment of rent. The rest of the forest which was left uncultivated was the common property of the villagers to get fuel and to graze their cattle. As civilisation advanced and as value increased for land the zamindars gradually usurped the tenants from the rights in the common land. All on a sudden they could not acquire the rights in the communal property managed by village commonwealths. Hence they began to establish their claims in forests by laying nominal fees and step by step issuing permits to get fuel and to graze cattle and finally by selling in public auction the forest produce. Even to-day there are some common pasture lands with vast acreage as the common property of the ryots in some zamindari villages. The zamindars have an eye on them and want to claim gradually as their own by creating divisions among poor ryots and by favouring one against other. Hence the peasants had full rights to graze their cattle, to collect leaf and dung manures and to get fuel from the forests which were treated as common land under the supervision of village commonwealth.

(b) Such being the case the tenantry had sufficient inherent right to use the forest produce for domestic and agricultural purposes. But neither the zamindar nor the tenants have personal and individual rights to claim it as one's own. At the present day such common rights of the tenantry were completely disregarded by the landholders.



The villages in the forest vicinity have to suffer untold troubles and to submit to the tyranny of the zamindari clerks. In the eyes of pure justice the Government who is earnest to enquire into the helpless conditions of the outcast ryots in the zamindari areas should consider establishing forest panchayats as in Government areas and transfer the administration of the forests to the Forest Panchayat limiting the number of representatives of the zamindars if deemed to be necessary.

(c) The Government claimed by registering the Donkas, Porambokes, village streets, communal lands such as burial grounds in A register and the Tahsildar and his subordinates supervise during their round of visits. But the zamindars began to claim all the porambokes as all their own and filed suits for recovery of the porambokes and communal lands according to A register in the civil courts. The zamindars of unsurveyed estates also grumble for including communal lands in the A register as belonging to the Government but trying slowly to establish their right here and there by claiming vacant spaces as their own in public streets. It seems there are innumerable suits filed by most of the zamindars in the Kistna district against the Government for acquiring vacant grounds.

If the Government accede to the zamindar for any rights in public paths and communal lands it will be an Himalayan climber on the part of the paramount power whose duty to protect the people in general and see that they should enjoy their civic rights. On the very moment the communal lands will be handed over to the zamindars there will be such harrowing tales of blockading public pattas and donkas even with cement walls so as to cart his tenants and to make them obey to their sweet will and pleasure. It is the fervent prayer of the ryots to keep such public places above all policies and politics and to guard the interests of the people in general unimpaired.

VIII. The estates whether big or small neglected to repair all the tanks in the estates. As it is, excepting few big zamindars rest of small zamindars who get a lakh and over above did not mind to undertake all the tanks in the estate to repair urgently. It takes large revenues to repair one tank only. So a plan ranging a decade and a decade and half should be followed. The ryots and as well as the Government first of all plan a programme extending for fifteen years devise ways and means and force the zamindar to contribute yearly the amount necessary for tank restoration scheme where the Government stretch their helping hand by giving loans they may take the entire management and maintenance of the scheme giving normal compensation for acquiring tank-bed and allowing original tharam of dry rate on the field. There is a tendency on behalf of the zamindars to repair such tanks where they may not be benefited by their kamatam lands. They generally give water to the ryots after their necessities for Kamatam lands are carefully looked after. To safeguard against proverbial and traditional malpractices of the zamindars there should be an irrigation committee for the zamindari areas with full representation of the peasantry. The District Collector and Public Works Department Engineers and their representatives should serve and supervise the work of the Committee.

(b) The provincial Government should appoint district committees with Public Works Department Engineer and District Collector or their representatives as members of the Committee with a full consultation and co-operation of the ryots and the zamindars and chalk out a programme and devise ways and means and enquire the possibilities and then organize a regular campaign to restore the tanks in bad condition. If the zamindar persistently disagrees to repair a particular tank which is beneficial to the people at large not his own lands than the provincial Government should take up the responsibility and recover the costs of the scheme as land revenue and maintain the tank. Even for those tanks the zamindar undertakes to repair he should do entire to the satisfaction of the expert opinion to the wishes and benefit of the people.

(c) On application of the parties who suffer greatly it is better to undertake to repair and maintain the tanks by the provincial Government. Even the provincial Government is vested with powers without anybody's intention the Government also may fail to repair all the tanks in the Presidency. But the Government should not reject an application for repairs and should resume all powers for repair and maintenance of the tanks concerned.

IX. The yearly jamabandi as in the case of the ryotwari villages is certainly essential. If we understand what jamabandi means we know why is it so necessary? It is a woeful fact that annual jamabandi by Divisional Officers and triennial jamabandi by District Collectors was completely done away with for the zamindari villages. Yearly the taluk office people summon the karnams of the zamindari villages and nominally check the amounts of the zamindari villages.



Before tracing the disadvantages of abolishing jamabandi it is better to know the object with which it is conducted. According to Board's Standing Orders the jamabandi or annual settlement comprises a detailed scrutiny of the village and taluk registers and accounts with the object of ascertaining whether all items of land revenue including the demand of permanently settled estates, inam villages and minor inams has been properly determined and brought to account, and whether statistics prescribed for economic and administrative purposes have been correctly compiled. The opportunity should be taken to see that all the taluk authorities from the Tahsildar downwards have during the fasli been doing all that is expected of them by Government particularly in respect of the following subjects: the careful inspection of cultivation and poramboke, the prompt and proper disposal of the encroachment and of darkhast for and relinquishments and transfers of land, the examination of cash accounts, claims to remission, the collection of kists as they fall due and to refund of overpayments.

When the Government go thoroughly in respect of their ryotwari ryots and safeguards their interests on whom there is no immediate landlord, they neglect the interests of the zamindari tenants by even not caring to have a glance at the accounts which will be in a rotten condition on account of no survey operations. The Government have no idea even to set right things and not even mind to check the improprieties happening. There is no wonder if we do not find some broad donkas that lead to neighbouring villages on account of the encroachments and of the zamindar allowing such things. Likewise in Government villages changes occur every year under nearly all the heads of the record which the village officers have to prepare. Field boundaries will be altered, waste land will be brought under cultivation, parts of holdings will be relinquished by tenants, tenants will be ejected, new tenancies are created; proprietors will die and their lands will be divided among the heirs, sales and mortgages take place, irrigation and crops vary perpetually with season and market. There is no scope for the village officers to note all such changes in the annual records as the zamindars themselves are not willing to grant pattas and to recognize sales even informed by the registration officer. The agricultural resources of the zamin villages who are not surveyed cannot be ascertained. Even the tahsildars do not know which number belongs to which field. They generally sign the cultivable fields lying on either side of the donkas and finish their inspection. They are certainly helpless as there is no map of the village. The Government cannot know what extent is included into zamin area from the neighbouring forest or from ryotwari tract. If compulsory settlement of unsurveyed estates takes place the Government detect the wonders. To render the village accounts accurate and to enforce their punctual preparation for the benefit of the people at large a very rigorous system of supervision and testing is necessary as in ryotwari areas. Is it Karma or any fate hanging over the heads of zamin ryots for meting out such differential treatment from the hands of the Government who is expected to be viewed with equal justice.

Are not such accurate records for zamin tracts necessary? Is not jamabandi essential under the supervision of the Divisional Officers and District Collectors? After giving up very recently chaos will soon prevail for lack of no proper accounts. God even does not intervene if a man's house is encroached by the mighty zamindar. The houses that happen to be patrimonial properties of the ryot, may not have conclusive proofs as sale deeds just like the properties purchased for which sales will be registered. The Government also out of despair might have abandoned jamabandi for zamin villages. Is there no limit for sufferance and sacrifice? For how many centuries still more they have to sink into oblivion. Is there not one single Minister who is representative from the zamin area in the present national Government. The people will look to him for deliverance and with folded hands they crave for his help to restore and conduct jamabandis on the equal lines the Government favours the ryotwari villages.

X. The legal status of undertenants in zamindari areas in relation to pattadar is the same as an undertenant in ryotwari area. The growth of undertenantry is the cause of absentee landlordism in Government ryotwari areas as well in zamin areas. The evils of absentee landlordism are of course well known. First of all the undertenant does not care for the improvement of the land and the pattadar wants to get as much as possible on his lands by leasing out. Hence depletion of soil. On this plea an Act which did not benefit and satisfy anybody was passed against the aghaharamdars which paved a way to socialism. Before passing such Acts sufficient time would have been given and impose limitations step by step firstly that one should possess properties in his native district and then in his native taluk. Instead of that the Act was expected by the original authors of the Bill as a bolt from the blue on aghaharamdars. The effect was contrary to some extent. Even the ryots did not favour this Act.

As regards the legal status of the undertenant in relation to the zamindar is that of the same as with Government in ryotwari area. Some of the zamindars who own kamatam lands issue pattas in favour of their wives so that to be free from occupancy rights and create their wives as their tenants. At some places the zamindars cultivate such lands and at some other places they lease out the lands to some undertenant in the name of their wives as any tenant under him or under Government does. This is a new creation of undertenantry.

XI. (a) In proceedings between landholders and tenants or ryots the final appellate authority should be the civil courts with equal representatives from the two sides as assessors.

It is an established fact that the zamindars favour litigation against the ryots who cannot be in a position to afford to contest and unity among the tenantry is a practical impossibility. When a zamindar is not granting proper receipts for the amount paid how many ryots can go for relief and for how many years. If by mistake some portion of the villagers assume a stubborn attitude they have to come down one day or other. It is a past time for the zamindars to favour litigation. One man's sauce is another man's poison.

(b) In order to save the ryots and to place zamindars on the same footing the disputes between the aristocracy should be tried in the civil courts with equal number of representatives from both sides as assessors. The District Munsif should preside as he presides as Election Commissioner and disposes the cases without law's proverbial delay and should dispose the cases quietly. In adjudicating the disputes between the zamindar and the tenants he may be termed as the president of the land court. The appeal lies with the district land court presided over by District or Sessions Judge and the High Court should dispose of final appeals of the district land court as the supreme appellate authority in disposing of the cases coming under the Estates Land Act in our Presidency. The judges in all the courts after hearing from the assessors on both sides deliver judgments, they may not be misled by the zamindar's counsel. Moreover the stamp duty for rent suits is 11 per cent whereas for civil suits 7 and below 7 if the amount is increased in the latter case. A ryot who is suffering from not paying his rent can naturally not go to the court and his award will be an ex parte decree with interest, costs and the higher rate of stamp duty. The stamp duty should be considerably lowered for suits to recover rents.

In case the zamindar lends the services of the village officers and servants in collection work they can reduce their expenditure and can have special collection as the men in the village who are also responsible to the Government work on the lines of Government method with the instructions and under the supervision of the Tahsildar. The zamindars may save the ryots to some extent by not constantly launching suits for rent recovery against ryots.

XII. (a) The zamindar's absolute right on old waste lands on one side and the age-long and customary rights of the peasants to security of his holding by any uncultivated waste on the other side seem to be hypothetical. The definition of private land in section 185 of Estates Land Act is not clear. It should be specifically stated that land cultivated or let before the 1st July of 1898 is to be presumed as zamindar's private land.

When introducing the Bill in 1908, Hon. Mr. Forbes said that the main divisions of land is into two—private or ryoti. If we leave aside tank-beds, communal lands and minor inams, judicial controversy has been raised as determining the question of old waste and in some cases full relief was granted to the zamindar. But the endeavours of the legislators are otherwise. They want to reclaim the old waste land for which sufficient relief may be granted and claimed.

(b) The law in regard to collection of landholder of jodi, etc., from inamdar does not require any revision. The inamdar is usually a person not in affluence and his only title is the traditional consciousness of an ancestral heritage of a rent free grant which was at some day beyond memory the manifestation of generosity in some royal personage. In most cases the origin of grant is lost in obscurity and with all their care and influence the Government of Madras were unable to have a satisfactory account in their inquiries in the twenties of the last century. Inam Commissioner Mr. Roberts came to Kistna district and recorded the statements long long ago and it seems his report was withheld by the Government on the ground as an unpublished records of state. It is indeed necessary in the interests of state not to revise the law in any way in regard to collection of jodi or pampu or kattubadi by landholder. It is better to leave the incidents of land-tenure to be determined by customary law as before when the zamindars are entitled to big estates and are rolling in riches why there should be any revision on pasupu and kattubadi of the inams which were granted to poor and ordinary people by their Royal patrons. Even now the inamdars are not rich and barely subsistent on the inam lands.

RYOTS OF MURTYALA ESTATE (OTHERWISE KNOWN AS CHINTALAPATI VONTU ESTATE,  
NANDGAINE TALUK, KISTNA DISTRICT.)

**Memorandum by the Ryots' Association, Potharlanka village in the estate of Challapalli, Divi taluk, Kistna district.**

I. In our opinion the tenant is the real proprietor. The zamindar is only to collect tax in return of which he should render certain benefits to the ryot constitutionally and ethically; but he cannot claim the ownership of land. The ryot had existed long before the zamindar. The principal material concerning the ryots' profession is land. As he has to feed the world besides himself through land, he is the real owner of the land.

II. (a) Such is the equitable rent that is not burdensome and troublesome to the tenant so far as his economics governed by his profession as an agriculturist is concerned.

(b) In settling an equitable rent chance should be given to the tenant in terms of productivity of land to live as a man. Allowances must be made for his self-maintenance with due margin to religious and social observances and for the maintenance of his agricultural establishment. Allowances or assurances must be given against famine, accidents and diseases also. The settlement officers should follow their discretion and sense in the matter of settling equitable rent.

NOTE.—In this village of the estate of Challapalli there had been in vogue system of partnership in the produce till fasli 1285 when the land was measured and rent settled monetarily at Rs. 2 (two) per kunta, i.e., 53 cents. Now that rate is unbearable. It will be evident if one would glance at the number of cases under execution at court for realization of arrears of rent due from the ryots. There is in force what is called palm-tax which conveys no meaning. The existing rate of rent on land must be reduced to a bearable limit, while the palm-tax should be totally quashed.

(c) There must be compulsory remission. It is moral too. In the event of a failure of crop, remission to be granted must be arrived at, by finding what proportion does the present yield bear to the estimated maximum yield and applying the same proportion to the tax in question. That is, balance of the rent to be paid after remission will be in the same proportion to the tax in force as the present yield will be to the maximum yield. In case of complete failure, the tax must be completely remitted. The remission should be settled by an officer not lower in rank than a Tahsildar on a formal application by the tenant.

(d) The rate once settled should not be permanent. Tax in the shape of grain is not in vogue in this village. So the ryots claim no experience of evils thereof. Arrangements may be made for revision of rate whenever necessary to be undertaken by any officer or court free from prejudice or partiality.

NOTE.—In Potharlanka Rs. 2 (two) per kunta (53 cents) was levied when the lands were fertile. Now certain fields are not capable of turning out even half a rupee. They are completely damaged by an overspread of barren sand carried by floods beyond scope of any reparation by a human hand. The tenant crumbles down under the heavy weight of the old rate which he is unable to pay. The pity is the zamindar is relentlessly demanding taxes for eroded lands which are no more. There can be no more striking and unjust thing. There is no food for the ryot here. He is with a flickering life.

(e) Certainly necessary.

3. (a) Yes. We want change. An institution to be directly more responsible to the Government may be established in the village and collection of tax may be entrusted to it.

(b) Lands must not be made a charge for arrears. In regard to distraint of distrainable movables a responsible Government officer should undertake it. There should be absolutely no system of costs. In bringing the land for sale, in the event of no provision to the contrary, care should be taken to proceed against a true defaulter. There should be a sub-account of sub-tenants under each patta. The Government system of revenue affairs should be followed. The clause relating to the defaulter making a deposit for cancellation of sale within the appointed time in the revenue court may be removed. In this connexion the depositor and God only know the liability and labour and humiliation the depositor experiences at the so-called Government offices. Only such portion of the land as would cover the arrears must be brought to sale but not the whole plot. The time for confirmation of sale must be extended from one month to two. There should absolutely be no costs. The system of costs is improper. Sometimes they exceed the original amount. The village abounds in instances. There are also many instances of one's land being sold for another's arrears and *vice versa*. This village experiences all the above evils and wrongs.

4. (a) Yes; it is no matter of contract.

NOTE.—Our village is a dry village and the answer is given as per common sense.

(b) He has no rights but responsibilities. To repair, to conserve and to prevent abuse of water or irrigation sources are his responsibilities as a trustee.

5. (a) Every inch in every estate should be surveyed. Survey is the sign of civilized administration. It is maladministration which goes without survey or account.

*NOTE.*—There are certain insular villages in the estate of Challapalli. The villages being unsurveyed the people are experiencing inhuman difficulties. No demarcation numbers to the fields. They are known by names. Some of them are synonyms. There is no comparison whatever between the features on land and the so-called accounts in force. No end for field boundary disputes. They are convenient for the mighty and evil-minded to be aggressive and troublesome to the innocent and finally conquer their neighbours; and the atrocities they resort to thereof are as horrible as the imperialistic aggression of Italy in Abyssinia, and of Japan in China. The mighty and evil-minded always scrape out from underneath the neighbour's boundary. Sometimes they may stride over the neighbour deliberately and highhandedly. All this is due to the fact that there are no accounts and plan capable of demonstrating boundaries by facts and figures. Some donkas (thoroughfares) completely disappeared on account of encroachment. Some are subject to gross and abnormal encroachments of a partial nature. Extensive cattle-stands useful for cattle to stand in floods, and communal topes are no more; some bear shadowy appearance due to abnormal encroachments. Streets also share the same fate. In rainy season the so-called donkas are filled with mud and thorns and thus unpassable by cattle or men. Devils can at least make use of them. The predicament of the people is inexpressibly bad and deplorable. There is no change in the revenue registry. The ryots do not know the extents of their holdings. The ryots have to become bondsmen of karnams in this respect. The karnams also have to depend upon hackneyed accounts. The present accounts are useless. A lot of lands in this village suffered erosion. The ryots find it difficult for want of a plan to locate their fields where there took place accretions. For want of proper accounts, the troubles and turmoils the ryot undergoes in connexion with tax collection is but inhuman.

(b) The zamindar should bear the costs entirely. He is not in any way requiring the ryots for the cist he receives.

6. No.

7. There is a right. The tenant may go beyond his genuine needs in respect of valuable material like wood. Arrangements may be made to ascertain his genuine needs. The zamindar has only limited right as trustee over hills, forests and porambokes. He can neither assign nor arrogate them. The ryots should enjoy them without causing any damage to the features or form.

8. Principles guided by equity and conscience. If the zamindar shirk his duty of repairing the irrigation sources and keeping them in good order, the Government can interfere. The Government can proceed *suo moto*.

9. We mean by jamabandi, yearly enquiry into the conditions. Such jamabandi is essential.

10. By under-tenant we do not mean a lessee. We mean a sub-tenant owning land under a single patta which may run in one man's name only. In such a case the sub-tenant has got as much a legal status as the pattadar. A lessee has got an unalienating right of cultivation.

11. (a) The Revenue Board should not be the final appellate authority. There should be a special tribunal of judicial heads.

(b) The revenue courts are not at all desirable. They are imbued with executive spirit. So will be the conclusions. There must be special judicial courts, preferably touring ones.

12. (a) Levying a reasonable cist is the only relief.

(b) May be revised. (We have no experience.)

#### *Additional.*

Arable lands which could be termed gold mines, pastures, orchards of several kinds of fruit trees diffusing exquisite, natural beauty, wells, indigo vats, the source of colour industry then nourishing, were all eroded, and the ryot stands destitute of land to till. Those chirpings and melodious bursts of songs all sank into the splashing waves. Only the yell of the God of Destruction resounds.

As per Mr. Newels' Report of 1850, the zamindar had almost no land within the limits of this village. Now thousands of acres stand to his credit. Evidently the so-called zamindari land is an unwarranted encroachment upon the ryotwari lands formed out of erosion.

So a legislation must be forged on the anvil of the Legislative Assembly to the effect (i) that the accretions out of erosion lapse to the ryots, (ii) that no cess is levied on eroded lands that are no more, (iii) that the zamindar is compelled to assure the ryots deficient of enough land to cultivate of land. Other measures also may be undertaken soon.

May there be no much ado about nothing in the Congress Government.

*Vide* Mr. Newels' report of the year of 1850 which is a printed book available with the Survey department and which will solve in question of ryotwari land of our village, and view present things from that stand-point.

(In Telugu) KOLLI SUBBAYYA,  
President.

V. M. RAO,  
Secretary.

**Memorandum by ryots of Puritipadu Agraharam, Gudivada taluk, Kistna district,  
dated 6th December 1937.**

1. We beg to submit that the agraharamdars of Puritipadu have got only melvaram right in the lands of the agraharam and we the ryots, have always been enjoying kudi-varam right in the lands with rights of inheritance and alienation from time immemorial.
2. Prior to the year 1920 the agraharamdars had always collected rent from the ryots at Rs. 1-14-0 per acre on both bapat and mamul wet lands.
3. Taking advantage of the Kurraguntapalem and Billapadu Privy Council case, the agraharamdars of our village filed a batch of suits against the ryots for ejectment in 1921. We contested the suits claiming occupancy rights in the lands both under the Madras Estates Land Act and the general law and that the agraharamdars were not entitled to claim rent more than the rate above mentioned. The subject-matter of these suits is about 400 acres of land.
4. As the agraharamdars were well to do, and we, being very poor and having no other lands except the lands in the suits and being unable to carry on the litigation up to the Privy Council, were compelled to enter into a compromise with the agraharamdars agreeing to pay rent at Rs. 12-10-0 per acre for bapat wet and at Rs. 18 per acre per mamul wet.
5. The lands yield not more than a putti per acre, but the price of the paddy prevailing at the time of compromise was at Rs. 80 per putti, and on the basis of the price then prevailing and due to our inability to carry on the litigation we agreed to the rate thinking that the price of paddy would never fall to the level to which it has fallen after depression.
6. The cultivation expenses have increased considerably during the past six or seven years. The expenses of cultivation would not be less than Rs. 15 per acre. No second crop could be raised in the lands except fodder for cattle. Under all these circumstances the net income derived from the lands would be practically nil after deducting the rent payable to the agraharamdars, water-rate to the Government and the expenses necessary for cultivation.
7. We, being agriculturists have no other occupation to eke out our livelihood and so we have stuck up to the lands, hoping that the prices would rise and that we would be relieved from the high rate of rent and that one day or other the condition of the ryots would be taken up into serious consideration by the Government and that relief would certainly be given to them.
8. We have also been groaning under debts incurred for the purpose of cultivation.
9. The rate of rent, viz., Rs. 1-14-0 per acre which prevailed before 1920 is fair and equitable and the rate now being is exorbitant and unbearable.
10. In fixing fair and equitable rate of rent the revenue payable on the lands in the adjoining ryotwari villages may be taken into consideration as a proper guide. The rent payable to the agraharamdar and the water tax payable to the Government together must not exceed the amount of revenue payable to the Government on the land with similar advantages in the adjoining ryotwari villages.
11. Our village is situated at the tail-end of the channels and consequently repairs have to be made very often both to the irrigation and drainage channels. The agraharamdars have not been helpful to us in the matter of repairs and consequently the channels fell into disrepairs and it is just and proper that the agraharamdars should be made liable to bear a portion of the expenses for repairs.

We beg to submit that we have not overwhelming documentary and oral evidence to substantiate our grievances and are ever ready whenever called upon to do so when the committee starts the enquiry.

RYOTS OF PURITIPADU.

**Memorandum by jirayati ryots of Sankharshanapuram Agraharam village, Gudivada taluk,  
Kistna district, dated 30th November 1937.**

This village has been known as the Agraharam village since many years. Ever since it was converted into an agraharam village we have been cultivating the lands of agraharamdars on lease and depend on these agraharam lands. After the Estates Land Act has come into force the agraharamdars wanted to take possession of these agraharam lands by increasing the rate of kattubadis. Further we are paying the kattubadis to the agraharamdars without any arrears. These agraharamdars told us that the Estate Land Act will apply to these lands they began to take possession of these lands by hook or crook and some two of us were murdered in connexion with these lands. These agraharamdars have instituted some civil and criminal proceedings in order to frighten us and to take possession of these lands. Some of us were afraid of the agraharamdars and gave

possession to them. Since then we are undergoing several difficulties as we have no footing in the village. Some of us have abandoned the village and some of us wanted to leave this village as these agraaharamdars are giving us trouble and annoyance since the passing of the Estates Land Act in 1933. Now the village is in a dilapidated condition. The Government may inspect this village and see how many people abandoned this village.

Twenty years back we used to pay Rs.14 towards cist on these agraaharam lands. After the passing the Estates Land Act in 1908 the ryots have fixed a certain rate of kattubadi which we are paying regularly. Every year they have increased the rate of kattubadi on these lands from 6 bags to 8 bags per acre and we are feeling it difficult to pay this high rate of kattubadi. Their idea is to drive us from these lands by increasing the rate of kattubadi. This is unjust and illegal. We are in a poor state.

**Memorandum of the tenants of the village of Potarlanka in Challapalli Estate, Divi taluk, dated 16th November 1937.**

We beg to submit according to our experience and commonsense the following matter which comprises answers to such questions of the questionnaire as would relate to our village. We hope you would be pleased not to nullify our attempts but to emancipate us from this present constitutional and economical downfall of ours.

Conditions of the tenants are disastrous owing to relations between zamindar and tenants being subject to enormous legislative defects. The following are the items for consideration, peculiarly regarding this village:—

- (1) Survey,
- (2) remissions.
- (3) burden of tax,
- (4) joint pattas,
- (5) ways and means of realizing the arrears of rent by the zamindar, and
- (6) want of cultivable lands.

The purport of our discussions of the above six items comprises answers to the questions so far relating to our village which is a dry island.

I. *Survey*.—Our village is unsurveyed. It is admitted on all hands that survey is the sign of civilization. Survey of lands and preparation of accounts is the bounden duty of the Government. The existing Act leans more to the landlord. So the ryots have no access to any means of pressing the zamindar to take to proper administration. Hence the zamindar has abandoned all administrative responsibility. The zamindar no longer treats himself as the head of an institution, but behaves like an ordinary individual citizen. It is the duty of the Government to establish uniform administration all through British Indian territory. The zamindar won't assume any responsibility other than collection of tax. Owing to want of survey and proper accounts, all ways, donkas, cattle-stands, streets, etc., are encroached upon to the utter inconvenience of the public. Interfield disputes are countless. They are helpful to the mighty to be aggressive and troublesome to the innocent. The Government is held responsible for our miserable state. It is a negligence worthy of censure. The responsibility of getting these islands surveyed heavily rests on the Government. The zamindar must and ought to bear the costs of survey. It is a constitutional law or principle that there should be no tax without representation or remuneration. The tenant is not in any way required by the zamindar for the tax he (zamindar) receives.

II. *Remissions*.—There are no ways and means of civilized administration in the estate. That there should be no provision for remission in the estate while the tenants in the adjoining Government villages are enjoying such provision is an indication of despotism and want of civic ideas. The Government is bound and responsible to establish the uniformity of administration. So there should be provision for compulsory remission. When the crops fail on account of phenomenal and other causes, is it humanity to bleed the ryots? Wherefrom can he get the amount? He should evidently organize robbery.

III. *Burden of rent*.—A part of the balance of an estimated yield of the land after allowing a probable status to the ryot to live as a member of the human community should be fixed as rent, i.e., allowances must be made for the maintenance of the tenants' family; for the maintenance of farm-servant and cattle herd and cattle and bulls and for religious and social functions and against diseases, accidents and famines.

The tenant is not cultivating the land with a particular idea of paying the zamindar. He is doing it to feed himself and the world at large. He is not ethical on the part of the landlord to exact as before the same rate of rent even when due to certain natural causes the lands lose permanently their productivity. In Potarlanka village, due to a overspread of barren sand carried by floods, the lands are deteriorated and turn out not even a handful of grain per acre. So, the rate of rent should change from time to time according to the productivity of the soil.

IV. *Joint pattas*.—Accounts must be in accordance with commonsense and civilization. There may be so many sub-tenants under one and the same patta and it is admittedly a bulky affair to issue pattas in the name of each and every sub-tenant. So there should be a subsidiary account which would go to tell about the respective sub-tenants and their respective holdings. Care should be taken to issue process for arrears against the true defaulter only as per the patta. In this estate, the process is being taken with reckless indiscriminatio. It should be arranged to disengage the existing tangle of accounts and to place within reach of every tenant sub or chief information about his land, i.e., the system of Government villages should be followed. The accounts of this village are damnably rotten.

V. *Procedure to realize arrears of rent*.—By charging the fields for arrears the ryot is being deprived of the nucleus of existence. This is improper. Suppose a tenant inevitably becomes a defaulter and loses his land for arrears, how can he get on? Naturally he should fall into immoral grooves of life. So morality of people will be at stake if the means of livelihood itself is taken away. The system of imposing costs for realization of arrears of rent must be done away with. Sometimes the costs may be greater than the original rent. This is preposterous in human thought. So the system of costs as well as the system of charging the fields for arrears must be done away with.

VI. *Want of enough areable land*.—The tenant's profession is cultivation. He is dependent upon land which is the chief means. In the event of no enough land he becomes a failure in his profession. The real proprietor of the land is the tenant. He personally deals with the land. He originated when the earth originated. With the dawn of sense the idea of tilling dawned. The zamindar made his appearance in the arena of human society in the middle time. There is no profession as zamindari profession. The business of the zamindar is only to collect tax. So it is improper on his part to possess countless lands touching the horizon, while the ryot is distracted for want of enough land. Within the limits of estate, there should be exclusively what is called ryotwari land with the exception of those that are communal but not zamindari in nature. Here in this village of Potarlanka besides heavy taxation a lot of ryotwari land is eroded, and the ryot is driven to the verge of starvation and death. The zamindar has taken possession rather adversely of all the lands that formed out of accretion in places where there stood once ryotwari lands, blocking the ryots against any entry. There should be a definite legislation by which such lands should lapse to the ryots. To deprive the tenants of the means of their profession is to engender a kind of revolution. It is but natural that the aggrieved person would aim at the object responsible for his grief.

So, may the committee be pleased to visit this place during their tour and see things personally.

**Memorandum by Mr. V. M. Rao, Agricultural Specialist and the Secretary of Potharlanka Zamin Ryots' Association (Challapalli Estate), dated 30th October 1937.**

(a) There is no survey in these islands and the zamindar has to pay the costs of survey and get the islands surveyed. The zamindar has neglected his duty and thus suffered the just claims of the lanka ryots. The evils are too many to mention here and a due enquiry will reveal them also.

(b) There is no proper account or any annual jamabandi done. The zamindari accounts are all mischievous, improper and unworthy to be called accounts at all. The result of this is bribing, corruption, degeneracy and negligence. The ryot is put to untold loss. So the zamindar should be made to maintain proper village accounts; otherwise he has to forfeit his rent.

(c) In the matter of collection of rent, we are reminded of pindarism and other barbarous acts. The evils of joint patta system are multifarious. Now we are living in a stone-age for the land stands in dead man's name and the rightful owner has no patta. The consequences are very terrible. Why should not the zamindar issue separate patta? This is a criminal negligence. The ryot is made a slave to the zamindar and his heartless servants. The ryot has to pay often and often, at times and many times to the zamindar. The zamindar plunders the ryots through this joint patta.

(d) Bribery is much rampant among the zamindar servants under the name of *mamulus*. The zamindar is responsible for this wretched corruption, for he ascents to this corruption of the samudars.

(e) The zamindar is responsible for the worst crimes that are being done by his samudars for they interfere in village politics and create village parties and thus to perpetuate the zulum. The taxes are too high and according to the fertility of the soil the land-tax is to be reduced to half. There are almost sand tracts formed due to river floods.



(f) There are very important lanka villages in this estate; Sugula Lanka, Chintala Lanka, Gazulu Lanka, Potharlanka, Tippalakatta, Turakapalem, Kishkindhapalem, Tadi-kilapudi, Zulapalem and Amudula lanka consist of 10,000 population. Before 1850 there was no zamindari own lands except patta lands, forest lands and communal lands.

(g) Now the position of the ryot is extremely miserable. After the formation of the east bank and west bank bunds to the river Kistna, many of the old lands of the ryots were swallowed by the river and when new lands are formed, the zamindar unjustly occupied lands. The rent-collector (zamindar who has no right) thus usurped the lands. The ryot being poor falls prey to zamindari zulum. From the time of erosion of the land till the time of the new formation of the islands the rent due to zamindar for that land could not be paid naturally, for there is no land but water. But the zamindar wants rent for water. See the injustice of it. This period should be considered as concession period and the newly formed islands should be restored to the ryot. Almost all the islands on which the zamindar now unjustly gets Rs. 60,000 annually by sale of grass, nanal grass for leases, etc., were all patta lands of the ryot and communal lands and forest area. We request the authorities to restore all the lands to the rightful owners and spare the cows' lands and pasture lands to the poor villager. Thus the Committee has to learn that the zamindar gets without any right over Rs. 60,000 from these lands.

(h) The air we breathe, the water we drink, the sand we use, the bird that flies, etc., are all claimed by the zamindar-servants as his. Thus we are made to live in a world of absolute slavery. Economically we are exploited. All our cattle-grazing areas (Lalavari lanka, Mangala lanka and some of the highways too go under the name of sontakamatam). The zamindar does no duty here except collection, collection, collection—even our votes by zulum.

We pray to make a thorough enquiry and restore our rights.

V. MURAHARI RAO.

**Memorandum by Mr. Vallabhaneni Venkata Rao and others, Gandigunta village, Vuyyur P.O., Gannavaram taluk.**

- I. (a) The ryot.  
(b) The one who labours hard and does cultivation is entitled to the land.
- II. (a) One-sixth or one-eighth of the yield after deducting cultivation expenses.  
(b) The fertility of the soil, the crop and cultivation expenses should be taken into consideration.  
(c) Yes. Excessive rains and drought and pests should be taken into account.  
(d) The rate of rent should be fixed once for all.  
(e) Yes.
- III. (a) Yes. The Government should collect the rents for the zamindar. Otherwise the zamindar's *zulum* (high handedness) would increase.  
(b) Government officials should collect the rents and the Government should recover the expenditure incurred for such collection.  
(c) The ancient panchayat should be revived and vested with power in this regard.
- IV. (a) The ryot has an inherent right.  
(b) No. If the landholder has superior rights, the ryot would be a loser. A body composed of representatives of ryots should be constituted and the landlord should supply water after consulting that body.
- V. (a) Yes. Immediately.  
(b) The landholder should bear the entire cost.
- VI. No.
- VII. (a) The ryot has this right.  
(b) Yes.  
(c) Both have equal rights in this respect.
- VIII. (a) Government may take steps, if ryots inform them that irrigation works and sources are not in a sound condition.  
(b) Full rights must be vested in the Provincial Government.  
(c) Powers might be applied in both ways.
- IX. Yes.
- X. It is difficult to define the term 'under-tenant' in the absence of written proof like cowle, etc. This question is not in the proper form.



XI. (a) The final appellate and revisional authority should be a civil court or a special tribunal and not the Board of Revenue.

(b) If justice is to be meted out, actions and proceedings should be tried in civil or special courts.

XII. (a) The zamindar may go to a civil court.

(b) No.

VALLABHANENI VENKATA RAO AND OTHERS.

**Memorandum by the Secretary, The Ryots' Association, Poturlanka village,  
Vellatur Post.**

At the outset I beg that you may be pleased to place this communication before the committee at its first meeting when the programme of tour will be settled.

The village of Poturlanka is a typical village on an island in the River Kistna, under the estate of Challapalli. The village can provide the committee with each type of public inconvenience or disorder that results from the maladministration of the zamindar.

Most of the evils here pertain to the unsurveyed condition of the village and in consequent conglomeration and confusion of village accounts which have wrought great havoc in the ranks of the tenants.

The village will provide also instances of glaring inconsistency existing between the productive capacity of land and the rate of rent prevailing.

Failure of harvests, the unbearable rate of rent, the relentless procedure on the part of the estate claiming its pound of flesh at the heart of the tenant, want of enough land on the part of the tenantry to cultivate, owing to enormous erosion of the ryotwari holdings, and so many political and uncompensated phenomenal causes all combined have set the tenant on the rack. He is just a skeleton.

Now I request on behalf of this village which is a parent village of five hamlets, and which leads so many other insular villages of the estate, that the committee may set down our village as one of their camping grounds, for our village will provide all sorts of evils under which the poor tenant is destined to labour or suffer.

In the alternative the committee may be pleased to select Challapalli as a camping centre that the villagers of experience in the adjoining villages may easily proceed and give evidence. If the committee so unwisely fix a distant place, the poor ryots cannot afford to undertake the exertion and expense of a long journey.

V. MURAHARI RAO.

**Memorandum by Mr. Mala Venkayya and other inhabitants of Chekkapalli village,  
Nuzvid taluk, Kistna district.**

The petitioners submit that their mokhasadar has not repaired the tanks that supply water to their lands, for fifteen years, that he has been collecting the usual rate, without granting remission despite failure of crops on account of want of water-supply, that they submitted petitions to the District Collector to visit their villages, inspect the condition of the tanks and sanction the repairs to the tanks, estimated at Rs. 29,100, that their petitions went in vain, and that they would have justice only if the District Collector visited their village. They pray that the tanks may be repaired at the estimated cost of Rs. 29,100 before the close of March, so that their crops may not suffer and that remission may be granted to them for the damage caused to crops this year.

**Memorandum by Mr. Bhatli Govindarajulu and others, ryots and inhabitants of Nuzvid,  
Kistna district.**

The petitioners submit that there are three tanks in Nuzvid for purposes of irrigation, that the tanks are in need of repairs, that if repaired, they can supply water for two or three years, that they do not have water during summer for drinking either for themselves or for their cattle, on account of the bad condition of the tanks, that they have to depend solely on rains for water for their crops, that the rates of rent are high and that they have no pasture-lands for their cattle. They pray that the tanks be repaired, the rates of rent be reduced, and facilities be afforded in respect of pasture lands.

**Memorandum by Mr. Narayanaswami, ryot, Sunkollu Elamanur estate, Nuzvid, Kistna district.**

The petitioner submits that he owns thirty acres of land in Sunkollu village, that the tank in the village has been in a state of disrepair, that rent is collected though crops fail by filing suits and that he has absolutely no scope to gather wood for fuel or graze cattle in the forest, etc., and prays that arrangements be made for the repair of the tank, and facilities be created for gathering wood for fuel and for grazing cattle in the forest.

**Memorandum by Mr. S. Durgayya and others, ryots and inhabitants of Kapileswarapuram estate, Nuzvid, Kistna district.**

The petitioners submit that wet-rates are collected from them whether or not the harvest is good and that paying wet rates is a hardship to them, and pray that provision may be made for the grant of remission when crops fail.

**Memorandum by Mr. M. Narasimham, Secretary and members of the Congress Committee, Cheemalapadu, Nuzvid taluk, Kistna district.**

The petitioners submit that their village forms part of the estate now managed by the zamindari (proprietrix) Inuganti Challayamma Rao Garu, on behalf of the minors, that their village has got a rural dispensary, the doctor in charge of which is one Mr. Ramanujachariyar, that this doctor is deputed by the zamindari to do other work away from the village, that as a result of other work, the doctor does not render medical aid to the villagers and is always away, that the dispensary is virtually closed, that when the petitioners wrote a complaint against the doctor, the zamindari got wild and has been harassing them since by filing complaints of various descriptions against them, that they are afraid of being prescribed to by the doctor, that on their refusal to sign a petition for the continuance of the services of the doctor in their village, the harassment has increased (the petitioners cite several instances of harassment like beating some of them, rioting, etc.), that the harassment increased also on their refusal to listen to the zamindari's advice not to become members of the Congress, that the village officers do not submit reports on these matters, 'having been won over by the estate authorities' and that the reports sent by the village officers, if any, are only garbled versions, that they are being harassed, several charges being foisted on them, because they have become members of the Congress and that though their village has been resurveyed, they have been refused copies of pattas, which if furnished, would enable them to compare the old and the new measurements of their holdings and pay rent accordingly. They pray that the Government may be pleased to enquire into their grievances.

**Memorandum by the Ryots of the mitta village Narisampatti, Narisampatti, dated 29th November 1937.**

1. According to our opinion ryots are the proprietors of the soil.
2. The fair and equitable rent is Rs. 3 to Rs. 5. Because our tanks are not so broad as they were in former days. There was a kayam which supplied water now dried and no use. The nature of the soil is "kallar." So we are begging to re-survey and re-establish the rent, etc., according to the water convenience and soil.
  - (c) We are suffering much by the failure of the rain. We should get remissions as in the ryotwari villages. We had not got remission to this day.
  - (e) We are in the conclusion that the Provincial Government must reserve special powers to reduce or to alter the rents, etc.
4. (b) On account of the mittadars' own survey mamool, ayacuts are reversed, the water goes to lands which are nominated by the mittadar.
5. It is the most important thing to be done quickly.
  - (b) Since four or five years, the rain failed. Our tanks are very small in area and dry. Our wet land crops are very poor. So we are not able to assure the share in the re-survey expenses. If only we know the amount we will be able to assure you.
7. There is no any piece of land in our mitta as grazing the cattle or *voor basthi*.
8. With reference to the village panchayat, the special committee should decide the schemes.

(b) It is most important that the Provincial Government should take special cares to maintain the water-sources because mittadars are taking no care about the water-supply, but takes care only in the rents. The power of repairing and maintaining water-supplies should be in the hands of the Provincial Government.

9. The jamabandi is to be held necessarily.

11. A special committee should be the final appellate authority. We are in the conclusion that there should be special courts.

12. When the re-survey takes place, the said *jodi porupu* are to be reduced or raised as the case may be.

Tiruppattur taluk is not provided with good water-supply. There is no either tanks or rivers. Rain is very poor. So, if the Government be kind enough to save the poor, they should bring a channel from the Pennai river from Krishnagiri via Kandikuppam. Barkur Velakalnatham to taluk there should be enough water for this taluk. Approximately 25 years ago a plan was adopted by the Government to build a tank near Thalaithopu kuttai to Muthurayankoil medu. But it was stopped. If the present Government build such tank and bring that said channel to this taluk would well be provided with water-supply.

There should be an agricultural demonstrator and a *vivasaya pannai* in every taluk. If possible in every panchayat there should be a panchayat land two or three acres where their agriculture is to be made by the officers of agriculture as a model for the villagers. Every month there should be meeting about this at the land. The officers must explain the modern modes of agriculture. If this thing is done, it would be more useful for the villagers.

RYOTS OF MITTA NARISAMPATTI.

**Memorandum by the ryots of Muttanapalli Agraharam, Narasaraopet taluk, Guntur district.**

I. (a) The proprietor.

(b) The collection of rent is the right to the landholder and all other rights to the tenant.

II. (a) Same as that of settlement.

(b) The same principles as those employed for fixing settlement rates.

(c) Yes. According to the harvest of the particular year.

(d) The settlement should be permanent.

(e) Yes.

III. (a) Yes.

(b) Collection should be entrusted to village officers and ordinary procedure to follow.

(c) Nil.

IV. (a) Yes. They appertaining to land.

(b) No. He has no superior rights.

V. (a) Yes.

(b) One-fourth, tenant, three-fourth, landholder.

VI. No.

VII. (a) The ryots should have absolute rights.

(b) Yes.

(c) Equal rights.

VIII. (a) Provisions in the present Act are adequate.

(b) Yes.

(c) On application of parties.

IX. Yes.

X. (1) The relation of zamindar and tenant.

(2) No legal relationship.

XI. (a) Special tribunal be constituted.

(b) Revenue or special courts.

## XII. (a) Collection of rent.

(b) Yes.

[Same copy has been received from Ryots' Representatives, Kopparappalem Agraharam, Narasaraopet.]

Same copy has been received from the Agraharamdars of Chennayapalem Agraharam, Palnad taluk.]

[Same copy has been received from Vipparcapalle Agraharam, Narasaraopet taluk.]

**Memorandum by Mr. P. Sitaramayya, Vice-President, Pellur Taluk-Village Ryots' Association, Ongole.**

I. (a) Ownership of the land rests with the ryots:

(b) Ryots claim over the surface of the land and the lower strata has been upheld by the highest tribunals of the country in conformity with age-long custom.

II. (a) Legal rent is the proportionate amount not exceeding one-sixth collected from the ryot on the yearly net income of his holding.

(b) In fixing the rent regard should be given to the conditions of the soil, reliability of the water-sources, expenses incurred for cultivation, frequency of draughts and the financial conditions of the ryots. But the present rate of taxation is based on the assumed merits and predisposed considerations of the zamindars. Ryots' voice is completely ignored and by a deliberate attempt the rent fixed mostly vary same time without the least justification. Taxes are being subjected to indiscriminate enhancement.

(c) The question of remission should be specifically dealt with in the Act itself.

In setting it, state of the tank, the ayacut of the tank corresponding to the bed of the tank, rain conditions, negligence of ryots and proper and timely ajamaish of the officers concerned, should be considered thoroughly. It should also be the concern of the authorities as to how far the water-sources have been safeguarded, repaired, guaranteed and maintained to the advantage of the ayacut ryots.

(d) Taxes should be permanently settled after due investigation and settlement of tarams of the soil and the peculiar nature of the tanks if the lands are wet.

Such rents may however be altered by the legislature whenever any unforeseen exigencies or other suitable circumstances necessitates a change or alteration.

(e) The legislature by appointing standing committee should be in touch with the estates and their administration. The grievances regarding taxation, etc., should be enquired into and brought to the notice of the legislature to which power to deal with them promptly should be reserved.

III. (a) Yes. The collection should be transferred to the control entrusted to panchayats.

(b) The present kists could be altered in conformity with ryotwari kists commencing from February to May in four instalments.

(c) Rent arrears on a survey field should be restricted and confirmed to that field alone. The changes in holding should be forthwith recognized and prompt action taken. Protection to ryots mean extent of land forbear maintenance and the dwelling house be freed from any liability. The last legal owner of the field should be impleaded in the execution proceedings, lastly, the arrears of rent should be forthwith collected on the crops raised by the defaulters.

IV. (a) Zamindars' right over the tanks is limited to the extent that he supplies water to the ayacut area as per patta. The regulation of water should rest with the panchayat.

(b) Zamindar like the trustee of trust property should keep in proper order and improve the tanks in good faith and in the best interests of the ryots. The ownership however belongs to the ryot subject to trust conditions.

V. (a) Yes. Survey should necessarily follow settlement as in Government areas. The permanent record should be prepared under proper supervision and placed within the easy reach of the ryot; copies of the record should be granted whenever required on payment of reasonable fees. The record should be brought up to date.

(b) The cost of survey is to be borne entirely by the zamindar and special fee may be collected whenever copies are required for reference.

VI. Yes. Ryots being illiterate, mamuls are being collected on each patta, when granted and at the time of the collections and also during the times when darkhasts are granted. With the liberal presents even valuable records are being tampered with. The remedy suggested is to maintain proper check and control, the records being brought up to date.

VII. Yes. Nature's free gifts to the holders of land should not be withheld by illegal restraints. Every ryot has a hold over the forest areas, donkas, porambokes, hill sites and communal lands to satisfy the absolute needs of his life. Free grass, wood, stones, etc., should be allowed to ryot and this privilege cannot be questioned by the zamindar. Administration over communal lands should be vested with the panchayats. Zamindar is to enjoy the reserved portions after excluding areas for the above privileges.

VIII. As proper maintenance of the tanks is the only means of security to the ryot, the administration should be in the hands of the Government and proper checks placed over the zamindars in the maintenance of tanks and supply of water sufficient to cultivation.

By conjoint action, the zamindar should be made to bear the costs of their improvement by fresh projects whenever they are considered necessary by the Government. A definite scheme to improve irrigation works basing on a five years' scheme is advisable.

XI. Yes. Zamabandi is in absolute necessity in zamin areas to settle disputes of rents and to formulate means for co-operation and well being of the ryot. This system was in vogue but was given up. Hence there should be provision for it in the Act.

X. (a) The tenant under a ryot should work in conformity with the terms of agreement or lease and a free choice to make good his losses during abnormal or providential losses should be allowed.

(b) As between the tenant and the zamindar, there should be no stipulation regarding vested ryots nor should the tenant be deprived of the benefits in the land for the wrongs of the lease.

XI. (a) The final authority should be in the hands of a highest court of the country whether provided exclusively or incorporated in the existing ones in the same way as the election courts are functioning.

(b) Minor complaints regarding exchange of pattas, etc., may be referred to revenue courts.

XII. (a) The rules applicable to ryotwari holding may be enforced likewise in the zamin areas.

(b) Jodi, etc., should be accepted individually and they are to be free in the execution proceedings when joint action is taken.

P. SITARAMAYYA.

Memorandum by the Secretary, Palur Zamin Ryots' Sangam, Ongole, dated 29th November 1937.

I. (a) Ownership of the land rests with the ryots.

(b) Ryots claim over the surface of the land and the lower strata has been upheld by the highest tribunals of the country in conformity with age-long custom.

II. (a) Legal rent is the proportionate amount not exceeding one-sixth collected from the ryot on the yearly net income of his holding.

(b) In fixing the rent regard should be given to the conditions of the soil, reliability, of the water-sources, expenses incurred for cultivation, frequency of draughts and the financial conditions of the ryots. But the present rate of taxation is based on the assumed merits and predisposed considerations of the zamindars. Ryots voice is completely ignored and by a deliberate attempt the rent fixed mostly vary same time without the least justification. Taxes are being subjected to indiscriminate enhancement.

(c) The question of remission should be specifically dealt with in the Act itself.

In settling it, state of the tank, the ayacut of the tank corresponding to the bed of the tank, rain conditions, negligence of ryots and proper and timely ajamaish of the officers concerned, should be considered thoroughly. It should also be the concern of the authorities as to how far the water sources have been safeguarded, repaired, guaranteed and maintained to the advantage of the ayacut ryots.

(d) Taxes should be permanently settled after due investigation and settlement of tarams of the soil and the peculiar nature of the tanks if the lands are wet. Such rents may, however, be altered by the legislature whenever any unforeseen exigencies or other suitable circumstances necessitates such a change or alteration.

(e) The legislature by appointing standing committee should be in touch with the estates and their administration. The grievances regarding taxation, etc., should be enquired into, brought to the notice of the legislature to which power to deal with them promptly should be reserved.

III. (a) Yes. The collection should be transformed to the control entrusted to panchayats.

(b) The present kists should be altered in conformity with ryotwari kists commencing from February to May in four instalments.

(c) Rent arrears on a survey field should be restricted and confirmed to that field alone. The changes in holding should forthwith be recognized and prompt action taken. Protection to ryots mean extent of land for bear maintenance and the dwelling house should be freed from any liability. The last legal owner of the field should be impleaded in the execution proceedings. Lastly, the arrears of rent should forthwith be collected on the crops raised by the defaulters.

IV. (a) Zamindar's right over the tanks is limited to the extent that he supplies water to the ayacut area as per pattas. The regulation of water should rest with the panchayat.

(b) Zamindar like the trustee of trust property should keep in proper order and improve the tanks in good faith and to the best interests of the ryots. The ownership, however, belongs to the ryot subject to trust conditions.

V. (a) Yes. Survey should necessarily follow settlement as in Government areas. The permanent record should be prepared under proper supervision and placed within the easy reach of the ryot; copies of the record should be granted whenever required on payment of reasonable fees. The record should be brought up to date.

(b) The cost of survey is to be borne entirely by the zamindar and a special fee may be collected whenever copies are required for reference.

VI. Yes. Ryots being illiterate, mamuls are being collected on each patta, when granted and at the time of collections and also during the times when dharkasts are granted. With liberal presents even valuable records are being tampered with. The remedy suggested is to maintain proper check and control, the records being brought up-to-date.

VII. Yes. Natures free gifts to the holders of land should not be withheld by illegal restraints. Every ryot has a hold over the forest areas, donkas, porombokes, hill sites and communal lands to satisfy the absolute needs of his life. Free grass, wood, stones, etc., should be allowed to ryot and this privilege cannot be questioned by the zamindar. Administration over communal lands should be vested with the panchayats. Zamindar is to enjoy the reserved portions after excluding areas for the above privileges.

VIII. As proper maintenance of the tanks is the only means of security to the ryot, the administration should be in the hands of the Government and proper checks placed over the zamindars in the maintenance of tanks and supply of water sufficient to cultivation.

By conjoint action, the zamindar should be made to bear the costs of their improvement by forest projects whenever they are considered necessary by the Government. A definite scheme to improve irrigation works basing on a five years scheme is advisable.

IX. Yes. Jamabandi is an absolute necessity in zamin areas to settle disputes of rents and to formulate means for co-operation and well-being of the ryot. This system was in vogue but was given up. Hence there should be provision for it in the Act.

X. (a) The tenant under a ryot should work in conformity with the terms of agreement or lease and a free choice to make good his losses during abnormal or providential losses should be allowed.

(b) As between the tenant and the zamindar, there should be no stipulation regarding vested ryots, nor should the tenant be deprived of the benefits in the land for the wrongs of the lease.

XI. (a) The final authority should be in the hands of a highest court of the country provided exclusively or incorporated in the existing ones in the same way as the election courts are functioning.

(b) Minor complaints regarding exchange of pattas, etc., may be referred to revenue courts.

XII. (a) The rules applicable to ryotwari holding may be enforced likewise in the zamin areas.

(b) Jodi, etc., should be accepted individually and they are to be free in the execution proceedings when joint action is taken.

**Memorandum by Poli Chetti Pitchayya Chetti and others of Khatthalapuru,  
Nellore district, dated 25th November 1937.**

- I. (a) The tenant and not the zamindar is the proprietor of the soil.  
(b) Ancestrally owned.
- II. (a) and (b) One-fourth of the price of net produce from the land after deducting all the costs of cultivation from the gross value of the produce.  
(c) Statutory provision is necessary.  
(d) To be settled once for all.  
(e) Yes.
- III. (a) Yes.  
(b) The Government may charge them as they think—only the charges must be equitable to the tenant.  
(c) Existing rules and restrictions are necessary.
- IV. (a) Right of water-supply inherent.  
(b) No.
- V. (a) Yes.  
(b) The zamindar must bear the whole cost.
- VI. No.
- VII. (a) The tenants must have free scope.  
(b) Yes.  
(c) The Government may settle it.
- VIII. (a) The zamindar must do the repairs.  
(b) Yes.  
(c) *Suo moto*.
- IX. Yes.
- X. No legal status is necessary.
- XI. (a) No special tribunal is necessary.  
(b) Revenue courts will do.
- XII. (a) The zamindar can only levy cess for unauthorized occupation.  
(b) No opinion to offer.

**POLI CHETTY PITCHAYYA CHETTY AND OTHERS.**

**Memorandum by Mr. Madduru Venkatachalamiah, Pirettipalli village, Kandukuru taluk,  
Nellore district.**

- I. (a) The tenant is the proprietor of the soil.  
(b) The tenant has the right of cultivation and the right of sale or gift with regard to land, the zamindar having only the right to scrutinize land registers and determine the tenant's rights and to collect rent from him.
- II. (a) A fair rent means one-fourth of the produce of land.  
(b) In fixing a fair rent, the average price of crops for sixty years in the past should be computed and one-fourth of such an average value of the crops should be deemed a fair rent. Tirwa should not be levied upon irrigation from private wells. Tirwajasti should be levied upon lands which are irrigated from wells constructed and repaired by the landholder at his own cost. Only one-half of the amount of the usual water-cess should be levied upon lands where water is irrigated by lifting. The rent on wet lands should in no case exceed three times the rate on dry lands.  
(c) There should be statutory provision for remission. Full remission should be granted in the case of dry cultivation, when the yield is below one-fourth of the normal yield. Full remission should also be given in respect of wet cultivation when there is scarcity of water owing to failure of monsoon and, in the case of garden lands, when there is insufficient supply of water owing to want of repairs to the wells.  
(d) (Answer not to the point.)  
(e) The rent once fixed should not be altered except when discrepancies occur between the original measurements of the land and its present area. In such cases, the Government should have the contemplated reserve powers.
- III. (a) The existing provisions relating to collection of rent in the Madras Estates Land Act should be revised.  
(b) The ryot should be granted patta before the first instalment in a fasli. The village munsif should start collecting the rent before fifteen days prior to the fixed date. Special case should be taken to collect the rent of a particular fasli in that fasli itself. In the case of default, proceedings for auction or distraint should be taken at once. The

*(The rest of the memorandum is illegible due to fading.)*

value of the property attached should not exceed the amount of arrears. The ryots' dwelling houses, cattle-sheds, granaries, agricultural implements and seeds should not be attached. The cost of attachments should be borne by the landholder himself.

(c) Cases of arrears where there are no disputes should be tried in village munsif's courts and panchayat courts and other cases in the court of the Revenue Divisional Officer. In all cases, an appeal should lie to the District Munsif's Court.

IV. (a) When the tenants wanted to convert a dry land under their occupation into wet, they used to construct a tank and enter into a contract with the zamindar to the effect that he should do repairs to it and collect a fixed water-rate from them for regular water-supply for six months for a wet crop. The zamindar, however, has been collecting the tax without giving the stipulated water-supply. If the landholder does not execute repairs and give the six months' water-supply, he should grant a remission of the rent and the tenant should have the right to recover the value of the crop he has lost, from the zamindar's property. If water-supply could not be had owing to want of rain or owing to famine, remission of rent alone should be granted. (From the above, the petitioner's idea seems to be that the tenants' rights in the water sources are the result of contracts, that the landholder does not maintain and repair them as stipulated and that he should be made to do it.)

(b) (There is no answer.)

V. (a) Yes.

(b) The landholder to bear the whole cost.

VI. The landholder cannot demand any such levies.

VII. (a) Though the tenant had these rights with regard to utilization of natural facilities from time immemorial, the landholder has been autocratically withholding them.

(b) Tenants have inherent rights.

(c) Neither the tenant nor the landholder should have any right over public paths, communal lands, etc. Government should have control over them.

VIII. (a) Whenever repairs to water sources and works are found to be of immediate necessity, the Government should prepare an estimate and ask the landholder to execute it.

(b) Yes.

(c) (No answer is given.)

IX. Yearly jamabandi is necessary.

X. If the ryot gives his land on lease for more than thirty years continuously, he should forfeit his right to cultivate the soil and he should take the lease amount only. The landholder cannot give the ryot, land on *cowle*. He must only receive rent.

XI. (a) & (b) Cases involving disputes should be tried by revenue courts and cases involving no disputes should be tried by village courts or panchayat boards. The District Munsif's Court should be the final appellate authority.

XII. (a) A tenant who occupies poramboke lands unauthorizedly should be evicted by Government. The landholder should have no powers in this respect. If the land is a waste land, it should be granted on patta to the tenant concerned without a premium. If the occupation has been for three years continuously rent being regularly paid, a statement should be taken from the tenant concerned and patta issued to him for the land.

(b) The landholder should not have the power to take any further proceedings against inams nor to enhance the quit-rent thereon.

**Memorandum by Mr. Bottlagudur Subba Rao, Secretary, Zamin Ryots' Association, Kanigiri taluk, Nellore district.**

I. (a) The tenant is the proprietor of the soil.

(b) The landholder has only the right to collect the rent. The tenant has all rights in the land.

II. (a) One-sixth part of the income that remains after deducting the cost of cultivation.

(b) The rents in zamin villages to be determined on the basis of the land revenue assessment rates prevailing in Government ryotwari villages. Whenever a change in the assessment is effected in Government ryotwari villages, the same should be done in zamin villages also.



(c) There should be statutory provision for remission. If the yield is estimated from 8 annas to 12 annas, a remission of half an anna in rent may be granted. If it is below annas eight, full remission must be granted.

(d) A fair rent should be fixed once for all.

(e) The Provincial Government should have reserve powers to reduce rent whenever the need for it arises.

III. (a) Yes.

(b) Movable property should never be distrained. The landholder should proceed against that particular piece of land on which rent has not been paid. The land which is necessary for the maintenance of the ryot's family and his dwelling house should be exempted from attachment.

(c) Village panchayats which should be formed on the election system can be entrusted with the collection of rent. Suits should not be filed for the realization of arrears of rent. On the other hand, village panchayats should be asked to collect arrears on lands.

IV. (a) The rights of tenants to water-supply are appurtenant to the land.

(b) The zamindar has no superior rights.

V. (a) Estates should be surveyed and a record of rights maintained.

(b) The zamindar must bear the whole cost.

VI. The landholder should not demand levies other than rent.

VII. (a) Tenants should have full rights.

(b) The tenant has the full right.

(c) The tenant should have a free and full right of enjoyment in respect of public paths, etc. It should be the duty of the landholder to protect these rights of tenants.

VIII. (a) The Government should repair all the irrigation sources and works within a short-time and recover the cost from the zamindar. As regards future repairs, a separate fund for it should be created from water-cess collections and repairs executed.

(b) The Provincial Government should have such powers.

(c) Such powers should be exercised *suo moto*.

IX. Yearly jamabandi necessary.

X. Under-tenants and tenants should have 'mutual rights' as in Government villages. There should be no relation between the zamindar and the under-tenant.

XI. (a) A special tribunal should be set up for the purpose.

(b) In special courts.

XII. (a) The zamindar should have the right to only collect rent on lands under unauthorized occupation at 'Hamsai' taram rates.

(b) Yes.

#### *Other matters.*

1. Ryots should have mining rights and the right of cutting trees in the land.

2. Facilities to pay rent by instalments as in Government villages should be afforded.

3. Patta transfers to be promptly effected within the fasli in which they are necessitated by relinquishment, etc., transactions.

4. Part of the zamindar's income should be handed over to village panchayats for the Village Development Scheme.

5. There should be statutory representation of Zamin Ryots' Associations in the administration of every zamindari.

6. The Provincial Government should cause irrigation works to be constructed by the zamindar in suitable localities to be selected by them.

7. The zamindari system which now stands between the Government and ryots and which has sucked the life-blood of ryots, should be abolished completely.

**Memorandum by the Joint Secretary, Provincial Agricultural Labourers' Association, Nellore, dated 8th October 1937.**

By the Joint Secretary, Provincial Agricultural Labourers' Association, Nellore.

I request that the following matter may be considered by the *committee appointed by the Government* to inquire into the conditions in the zamin areas.

The plight of the agricultural labourers in the zamin areas is worse than that of the ryots. In addition to the general disabilities in respect of securing firewood, grazing, feudal levies, compulsory free labour which are common to the ryots and the labourers as well. The latter have additional grievances caused by the ryots themselves like :

- (a) Usurious rates, grain interest on advances of paddy loans ranging from 25 to 100 per cent which practically enslave the labourers to the tenants.
- (b) Wages are invariably measured with false cave measures differing from house to house and village to village resulting in a loss of  $\frac{1}{4}$  to  $\frac{1}{3}$  of the total daily wage. This evil is scandalously widespread.
- (c) Untouchability is observed to such an extent in the matter of using public wells, schools, and other institutions as to permanently desirably the Harijan labourers from improving their condition.
- (d) The local boards invariably neglect the needs of the agricultural labourers in these areas and where they are presided over by zamindars, their condition is much worse.
- (e) The wage paid to the agricultural labourer is very meagre and ridiculously insufficient to sustain him.
- (f) Ignorance, illiteracy, insanitation are appalling.
- (g) Almost all those labourers are landless.
- (h) The zamin ryot with all his awakening derived in the struggle with the zamindars is still a bully and tyrant so far as his under dog, the worker is concerned.
- (j) *The labourers' voice is drowned in the ryots' agitation for redress.*

It is therefore requested that your committee will be good enough to enquire into the aforementioned matters also and take such steps as are necessary for securing redress to the agricultural labourers of this province whether it be in the matter of applying moratorium, scaling of debts, creating occupancy rights, securing free grazing and other facilities.

V. RAGHAVIAH,  
Joint Secretary.

**Memorandum by ryots of Malotivaripalem village, Kandukur taluk, Nellore district.**

- I. (a) The ryot should be the proprietor of the soil.
- (b) The ryot has all rights. The zamindar is entitled only to the rent.
- II. (a) The same wet and dry rents and land-cess as prevail in the Government villages.
- (b) There should not be any fees or cropwar rate and other customary levies.
- (c) There should be statutory provision for remission of rent. Full remission or partial remission should be granted in the case of dry lands when the crops fail either for want of rains or other providential causes. Full remission should be granted in the case of wet lands in the absence of rains and when there is no water in the tanks. Dry rates alone should be charged when dry crops are raised.
- (d) Rent should be settled once for all for all lands, with reference to their extent and yield.
- (e) The Provincial Government should have reserve powers to revise, alter and reduce rents. Statutory provision should be made against the levy of unlawful dues which should vest in the village officers as the institution of summary suits, stamp duty, vakil's should also be provided for in the Act.
- III. (a) Yes. They require revision.
- (b) & (c) The powers of distraint and sale in connexion with the collection of rent should vest in the village officers as the institution of summary suits, stamp duty, vakil's fees come to four or five times the rent.

IV. (a) The right to water-supply is not inherent, as appertaining to the land. In case there is to be water-supply, it should be a matter of contract between the tenant and the landlord.

(b) The zamindar has the right to keep the tanks in the estate in good repair and to charge water-rate on lands supplied with water.

V. (a) All estates should be surveyed and a record of rights maintained. But the ryot should not be charged rent for any extent of land under his occupation, that may be found in excess of the area as stated in the patta.

(b) The ryot is not responsible to bear the cost of survey. (The zamindar to bear the entire cost.)

VI. He cannot demand anything in excess of the fair rent due to him.

VII. (a) & (b) The ryot should be entitled to graze his cattle, to obtain green manure and also wood for domestic and agricultural implements from waste lands in the village free of cost and without any permit.

(c) The ryot should have all rights over such lands. The zamindar should have no rights whatsoever over them.

VIII. (a), (b) & (c) The Government, on the report of the ryots, to inspect the tanks and channels, prepare an estimate for their repairs and execute the same after giving notice thereof to the zamindar and recover the cost from the latter.

IX. There should be yearly jamabandi, as otherwise there will be no scope for the grant of remission of rent in respect of crops in the ayacut of the tank, which have become *savi*.

X. (Not answered.)

XI. (a) Revenue court, not necessary.

(b) Village panchayat boards should decide disputes and proceedings between zamindars and tenants. Civil courts should have appellate and revisional authority.

XII. (a) The zamindar should levy *Hamsayi* rate on such lands.

The following general note is added at the end of the memorandum :—

The ryots in the zamindari village should have all the rights enjoyed by the ryots in ryotwari villages. So, we pray that the Estates Land Act should be repealed and that what is stated above may be given effect to.

**Memorandum by the ryots of Thalakondapadu and of the "Hamsal" villages connected therewith, namely Vijayagopalapuram, Narapareddipalle, Nallareddipalle, Atlavari-palli, Chirladinna, Muddapadu, Pedannapalle, Marekimtapalle, Bhattupalle, etc., villages.**

I. (a) The ryot is the proprietor of the soil.

(b) The zamindar is only entitled to collect rent.

II. (a) Fair rent means the rate as charged by the Government for the different classes of land.

(b) & (c) Classification of the soil to be made by the District Collector in consultation with the Settlement Officers on the basis of the classification in the adjoining Government villages. There should be statutory provision for remission of rent in the event of failure of crops owing to seasonal adversities.

(d) & (e) Settlement to be effected at the request of the ryots through the Government Settlement Officer in order to fix tarams for all zamin lands.

III. (a) & (b) The Government, to have distraint powers. It would be disadvantageous to the ryot, if the zamindar possesses the same. The Act requires to be revised in regard to matters relating to distraint.

(c) Panchayat boards to be constituted in villages and they should be entrusted with the collection work.

IV. (a) Yes. The right is inherent as being appurtenant to the land.

(b) For lands irrigated with water from tanks and wells constructed by the zamindar, rent may be charged at the rates fixed by the Government. There are no wells constructed by the zamindar. For lands irrigated with water from private wells and with rain water from streams, the usual dry rates should be charged. Extra charges should not be levied in the name of garden rates (*mulum*).

V. (a) & (b) As the ryots have borne the cost of survey stones, cart-line, cost of planting the stones during the survey of these villages in fasli 1326, all these costs should be borne by the zamindar, if villages are surveyed again. The cost of settlement also should be borne by the zamindar. Copies of field-plan, etc., to be supplied to ryots on payment of the requisite fee.

VI. Land-cess and (*varavadi* rate) should be completely abolished.

VII. The right of grazing cattle, obtaining green manure and we urge that the ryots should have it. Hill and forests, porambokes, etc., should be for the benefit of all the ryots and the zamindar should have no right over them.

VIII. The right of grazing cattle, obtaining green manure and loan for agricultural implements are implied in agriculture and we urge that the ryots should have it. Hill and forests, porambokes, etc., should be for the benefit of all the ryots and the zamindar should have no right over them.

IX. There should be yearly jamabandi as in the Government villages.

X. (Not answered.)

XI. (a) There should be a special law court besides Revenue (Board?).

(b) Special courts to be constituted to settle disputes, etc., between ryots and zamindars.

XII. (a) An application for the land in question should be obtained from the ryot and the land granted to him on patta at the rate fixed for it.

(b) (Not answered.)

*Additional matter.*

1. The ryot and not the zamindar to have the right over trees in his holding.

2. Patta-transfers should be made within two months of the sale of the land, failing which the zamindar should make good any loss resulting to the ryot.

3. Arrears of rent due in respect of a particular plot of land should be realized from that particular plot and not from any other movable or immovable properties.

4. Land containing wells, indigo vats, etc., should be charged dry rates. They should be shown as separate subdivisions and separate pattas granted for them.

There is scope for the construction of a big tank in the village which would irrigate more than 800 acres. There was a proposal to construct the tank ten years ago, but it has not materialized as yet. As the construction of the tank is essential, it is requested that the work may be taken up.

**Memorandum by Utlapalli Nagayya and others of Yerrareddipalem (hamlet Chundi Ayyavaripalle), Kandukur taluk, Nellore district.**

I. (a) The ryot.

(b) The ryot has special interest in the land according to age-long custom and the decisions of the High Court.

II. (a) A fair and equitable rent means the rent fixed, taking the condition of the ryot cultivating the land into consideration.

(b) Though the principle of taxation in the ryotwari system also is defective, still it may be adopted in zamindaris where rents are arbitrary. All the changes that may hereafter be effected in the Government ryotwari system should be introduced in zamin areas also. Rent should be one-sixth of the net income from the land.

(c) There should be statutory provision for remission as in the ryotwari system.

(d) Rent should be settled once for all in addition to laying down the principles of taxation.

(e) The Provincial Government should have reserve powers.

III. (a) & (b) As powers relating to distraint of movable property are abused very often, they should be removed. Even as regards immovable property, sufficient land for the maintenance of the ryot and a house to dwell in should be exempt from distraint.

(c) The collection of rent in zamin villages should be entrusted to village panchayats.

IV. (a) The rights of the tenant to water-supply are inherent as being appurtenant to the land. They should also have the right to enter into a contract with the zamindar.

(b) The zamindar has no superior rights in the water sources of the estate.

V. (a) Every estate should be surveyed and a record of rights maintained compulsorily.

(b) The zamindar to bear the entire cost in view of the bad condition of the ryot.

VI. The landlord should not collect anything more than the rent. The customary levies now in vogue in zamindaris should be stopped.

VII. (a) & (b) The ryots have been enjoying the right of utilizing natural resources for agricultural purposes free of cost according to the conditions existing from time to time.

(c) Both the zamindars and the ryots should jointly have the right to see that public paths, communal lands, hill and forest porambokes are used for communal purposes and are encroached upon by neither of them.

VIII. (a), (b) & (c) The Government should inspect the tanks in the zamindaris and effect repairs to them on a five-year plan and recover the cost from the zamindars. Thereafter irrigation panchayats consisting of elected representatives of the ryots should be entrusted with the work of maintaining the irrigation works. The zamindar should give a portion of his annual income for the maintenance of water sources. At the request of these panchayats, the Public Works Department should effect the necessary repairs or the Government may take up the sources themselves and improve them on condition of supplying water to the ayacut of the zamindar.

IX. Yearly jamabandi is necessary.

X. The same relationship as exists in the ryotwari system.

XI. (a) The Revenue Board should continue to have appellate and revisional authority so long as the Government is responsible to the people.

(b) Disputes between zamindars and ryots to be decided by itinerant courts presided over by officers not below the rank of a District Munsif.

XII. (a) The zamindar should have the power to grant such lands on patta at the usual 'hamsai' taram rate.

(b) (Not answered.)

The ryots of the same village in a letter represent that the tank in their village which is the only source of water-supply had breached 12 or 13 years ago, that it has not been repaired ever since, that the ryots have been thereby put to much loss and inconvenience, that they are compelled to pay Rs. 70 for Jangamreddi kandrigai, a pasture land for which they had from time immemorial been paying Rs. 20 and that they are otherwise put to much hardship by the zamindar who charges exorbitant rates for grazing their cattle and prevents them from obtaining fuel, etc., from waste lands, which they had previously been obtaining free of cost. They add that the zamindar has been raising dry crops in the tank-bed since the tank had breached and enjoying the produce, that the cattle belonging to the village which graze in the tank-bed after the crop has been harvested are taken to the residence of the zamindar instead of to the cattle-pound and exorbitant charges are demanded for their release, that the zamindar demands the same rent for garden lands as was charged when they were irrigated with tank water, that they find it difficult to do their fields as a result of the breach in the tank, that though they have sent ever so many petitions for the last thirteen years to the zamindar to have their tank repaired, nothing has been done so far. They further say that a boys' school is necessary for their village and pray that their requests may be granted.

**Memorandum by Mr. B. Suryanarayana, etc., ryots of Guntupalle, Venkatagiri estate, Kanigiri taluk, Nellore district.**

I. The ryot is the proprietor of the soil. The mining rights also belong to him.

II. (a) One-eighth of the net income from land after deducting cultivation expenses.

(b) There is evidence to show how the villages were leased out originally in 1863, there being no direct collection of rent by the zamindar and how the lease-holders (*ijaradars*) fixed arbitrary rents and collected the same from the ignorant ryots who had no other go but to accept them. These rents were raised very much by the zamindar subsequently at will. Remissions were not granted even when crops failed. The old rate of Rs. 4 for one 'gorru' now stands at Rs. 20. Exorbitant rates have come to be levied on *kanchas* (pasture lands) also. *Kanchas* were freely used before the *ijara* system was introduced. The highhandedness of the zamindar and the helplessness of the ryot have been the principles governing the fixation of rent in the zamindari hitherto. (N.B.—The petitioners' request seems to be that a fair and equitable rent as defined in (a) should now be fixed on all zamin lands by the Provincial Government themselves on principles which they consider to be fair and sound.)

(c) There should be statutory provision for remission. Remission should be granted as a rule in the case of *savi*. Remission cases, to be decided by Government officials not below the rank of a Tahsildar. The result of the Tahsildar's enquiry should be proclaimed in the village by beat of tom-tom within twenty-four hours of its declaration by the Tahsildar.

(d) Cash rents to be fixed once for all.

(e) The Government should have reserve powers to revise, alter or reduce the rents in any zamindari, which they consider to be exorbitant with the help of their Settlement Officers.

III. (a) Distrain of movable property by zamindars should go, as also the right to obtain arrest warrants in execution of decreed arrears. Lands alone should be attached for arrears and even then, only the lands in respect of which there are arrears should be attached.

(b) The zamindar should recover arrears of rent by attaching only the immovable property and not otherwise, the whole procedure in this connexion being conducted through 'land courts.' An appeal against the order of these courts should lie to the High Court. The system of filing suits by the zamindar for rent recovery should be abolished.

(c) (Not answered.)

IV. (a) The right of the tenant to water-supply is inherent as being appurtenant to wet cultivation.

(b) The zamindar has no superior right except that of maintaining the water sources in good repair. The right of distributing water has till now vested in the ryot. It should hereafter belong to village panchayats, along with fishing rights.

V. (a) All the estates should be surveyed and a record of rights maintained.

(b) (Not answered.)

VI. The landlord cannot demand anything in excess of the rent on the land.

VII. (a), (b) & (c) The ryots had the right of using local natural facilities free of cost. But fifty years ago, a tax had been levied on kanchas (pasture lands) which was subsequently increased. The right of grazing cattle, collecting fuel and wood is implied in agriculture. But the zamindars have usurped this right and have been levying tax for the use of pasture lands and also for the use of hill and forest porambokes which they have been lately converting into kanchas. Communal lands are still used by the villagers for communal purposes.

VIII. (a), (b) & (c) As the zamindars have wantonly allowed many irrigation sources to go into disrepair, the Government should take upon themselves the duty of repairing these sources and constructing new ones, where necessary and should recover the cost from the zamindar. Till then, the zamindar should not only forego his rent but should also be made to compensate for the loss of the ryot. The Estates Land Act should be amended to this effect.

IX. There should be yearly jamabandi as in the ryotwari villages, by Government officials.

X. The same legal status as exists between the ryot and the Government in the ryotwari system.

XI. (a) The civil courts and not the Board of Revenue to be the final appellate and revisional authority.

(b) 'Land courts' should be constituted and zamin ryots' associations should be represented on them. Appeals should lie to the High Court. The zamin ryots should have the right of appointing their own representatives to conduct cases on their behalf.

XII. (a) If the unauthorized occupation is not in respect of communal land, the zamindar should only have the right of collecting rent not exceeding 'hamsai' rents.

#### *Additional matter.*

1. Patta-transfers should be effected according to enjoyment, compulsorily. Statutory provision should be made that unless patta-transfers are made by the zamindar within one month of the registration of the connected sale-deeds, rent should not be collected by him on such land.

2. The zamindar and the ryot are now jointly paying the local cesses. The zamindar alone should pay them hereafter.

3. Rent should be collected in instalments as in ryotwari villages. The present system of collecting rents should be abolished.

4. Statutory provision should be made for disputes under the Estates Land Act to be disposed of in the manner of petitions without the need for stamp duty.

5. Zamin land should be classified as wet and dry as in ryotwari areas and the present system of classification in zamindaris should be abolished.

6. The permanent settlement system should be abolished and the administration of the zamindaris should be taken over by the Government who should pay the zamindar what remains after meeting the establishment charges, expenses of improvements and peshkash due to Government.

7. No assessment should be made for crops raised for manure and fodder.

8. A fee of Rs. 10 is being collected for every indigo vat, which is unjust. If an indigo vat is on a patta land, no special charge should be levied for it.

9. The ryot should have the right of using the cultivable land for constructing houses or for any other purpose.

10. If wet or dry land or garden land is used for cattle-grazing, it should be given on patta at the dry rate.

11. The ryot should have the right over all trees, including date and palm trees in his holding.

#### *Dasabandham tanks.*

The dasabandham tanks are in disrepair as neither the dasabandhamdar nor the zamindar has effected any repairs to them. The wet lands under them are in the enjoyment of dasabandhamdar. The Government may do the necessary repairs and recover the cost from the dasabandhamdar.

The village officers should be under the control of the Government. They may attend to the zamindar's work also, if law permits it.

#### **Memorandum by the ryots of Ponkalapadu, Aathalamittaputhur, Panagallur estate, which originally belonged to the Kalahasti zamindari.**

I. (a) The ryot is the proprietor of the soil.

(b) The zamindar's responsibility consists in providing water facilities to the lands, facilitating the ryot to graze his cattle and obtain green manure, fuel and wood from the forests and in repairing the irrigation sources. The responsibility of the ryot consists in paying him an equitable rent.

II. (a) Wet land should be classified into five tarams and assessment of Rs. 5; Rs. 3/12; Rs. 2/8; Rs. 1/14; and Rs. 1/4, should be levied according as the taram is of class 1, 2, 3, 4 or 5 respectively. Dry land depending upon rains should be charged Rs. 15 per acre and dry land irrigated by means of baling should be charged Rs. 1/14. This is a fair and equitable rent.

(b) The fertility of the soil, water-sources and the labour involved in bringing the land under cultivation should be considered in fixing a fair and equitable rent. The zamindars have, however, been collecting exorbitant rents by holding out threats to the helpless ryots.

(c) There should be statutory provision for remission of rent. Remission should be granted if the rent levied is too high for the soil or when there is water-supply for less than six months or if the ryot has no facility to obtain green manure, fuel or wood free of cost from forests or hills or when there are no pasture lands for the cattle to graze.

(d) The rent should be settled once for all. If the zamindars wish to enhance the rates that may be settled now, they should obtain the sanction of the special agricultural panchayats. The courts should not have this power as the zamindars are likely to influence them.

(e) The Provincial Government should have such reserve powers.

III. (a) Especially, the powers relating to distraint require to be revised.

(b) The landlord should proceed against the particular land in respect of which there are arrears due and not against other lands or individuals.

(c) If the procedure laid down above is followed, it would be possible for the panchayats to collect the rent. If the panchayats are entrusted with the collection work, there will be no need to resort to courts and the expenses would be minimized greatly.

IV. (a) The right of the tenant to water-supply is inherent as being appurtenant to the land.

(b) The zamindar has no other right than that of collecting an equitable rent provided that he keeps the water-sources in good condition, does repairs to them and affords other necessary facilities to ryots.

V. (a) May or may not be surveyed compulsorily.

(b) If surveyed, the cost should be borne by the zamindar.

VI. Many levies are made in addition to the exorbitant rents prevailing in the zamindari which is unjust.

VII. (a) & (b) The ryots are entitled to the use of local natural facilities such as grazing cattle, collecting green manure and wood for agricultural implements, etc.; but the zamindar has gradually encroached upon their rights in this respect and has been levying fees for grazing cattle, etc.

(c) The ryots had full rights over hill and forest porambokes, communal lands, etc., but the zamindar has encroached upon their rights and has been levying fees.

VIII. (a) & (b) The Government should effect repairs on the reports of village panchayats and recover the cost from the zamindar.

(c) Such powers should be vested in the Government to be applied *suo moto*.

IX. There should be yearly *jamabandi*, by Government officials, when the representations of the ryots also should be considered.

X. The under-tenants are responsible only to the tenant and not to the zamindar.

XI. (a) Disputes under the Estates Land Act should be settled in special courts.

(b) Special courts.

XII. (a) In the case of unauthorized cultivation, the zamindar may evict a ryot within 30 days of the occupation. After that period, he is entitled only to take rent on it according to the rates on adjacent lands.

(b) The original kattubadi of As. 10 per acre was abolished, fifty or sixty years ago and exorbitant rates of assessment are being charged. The original kattubadi should be restored.

*Note.*—Medical aid, schools, village sanitation and village panchayats are matters which require the attention of the Government. The introduction of the Moratorium Bill has caused the zamindars to take emergent action against the ryots to the great hardship of the latter. The Bill should be brought into force early to give some respite to the poor.

**Memorandum by Mr. B. V. Ramacharlu, Karnam, Kondasamudram village, Kandukur taluk, Nellore district.**

I. (a) The ryot.

(b) Paying the rent to the zamindar, the ryot has all rights.

II. (a) A fair rent means rent not exceeding one-sixth of the yield, calculated on the basis of the natural productivity of the soil and not on the basis of the improvements effected by the ryot.

(b) The prices of paddy for the last sixty years nearly should be taken into consideration and a fair rent fixed taking into account one-sixth of the value of the produce. Dry rates should be charged in the case of lands irrigated by water from wells, when such lands have been made cultivable by the ryot. In the case of irrigation facilities created by the zamindar at his own cost, a *cist* of three rupees may be charged in respect of lands which are subjected to a *taram*-rate of one rupee. Two rupees may be charged in the case of baling only.

(c) Yes. Full remission should be given, when the yield from dry cultivation falls below a quarter of the usual yield and when water is not available for wet cultivation for want of rains.

(d) Except when the ryot complains that the yield has diminished owing to deterioration of the land owing to natural causes, rent should be fixed once for all.

(e) The Government should have the contemplated statutory power to revise rents, only after inspection and when such revision is necessitated by any cause other than that of variations in the measurement of the lands.

III. (a) Yes.

(b) Village officers in *zamin* villages should be vested with power to attach movable properties without the need for a power of attorney.

(c) If the panchayat board of the village is vested with power to sell holdings, the execution proceedings can be made less costly. If rent for a *fasli* is not paid by the date fixed for the purpose and if the ryot has no movable property, the said (ryot's) immovable property should be attached forthwith and the rent realized. If on account of defective supervision on the part of the zamindar, the rent is not fully realized by the end of the *fasli*, the zamindar should simply write off the arrears entirely during the next *fasli* and he should have no right whatever to collect the same. An appeal should lie from the panchayat boards to the District Munsif's Court.

IV. (a) & (b) The right is inherent and no agreements are necessary to obtain the same. The zamindar has the right to collect *tirwajasti* and *faslijasti* on the water-sources of the estate.

V. (a) Yes.

(b) The zamindar should bear the entire cost since he does not make over lands to the ryots according to correct measurements while issuing the *patta* to him.

VI. No.



VII. (a) & (b) The ryot has been enjoying the right to use pasture lands and wood for agricultural implements free of cost.

(c) Neither the zamindar nor the ryot should have the right of possession in respect of public paths, etc. The Government should exercise supervisory power in this respect. Hill and forest porambokes should be allowed to be used free of cost to the extent they are required for the village communal purposes.

VIII. (a) The Government must take repairs to tanks under their own supervision and compel the landholder to effect necessary repairs according to their own estimates.

(b) Yes.

(c) The Government should apply such powers *suo moto*.

IX. Yes.

X. Under-tenants holding leases for sixty years without revision of rent should have the right of occupancy. The zamindar has no right to lease out ryot's land. He should be entitled only to rent.

XI. (a) A special tribunal should be constituted.

(b) Special courts.

XII. (a) In the case of poramboke lands, the Government should have the power to demand compensation from the ryot concerned and evict him from the land under his unauthorized occupation. The zamindar should have no power whatever to do so. If it is unassessed land, the zamindar should have power to collect taram sist (assessment) only. If the ryot asks for patta, patta should be given to him without a premium being demanded from him.

(b) No.

**Memorandum by Mr. Bedamsetti Veerayya and others, Potlapadu, Kurichedu P.O., Donakonda, Donakonda P.O., Darsi division, Nellore district.**

*Abstract.*

The issues raised in this memorandum are quite different from those contained in the committee's questionnaire. The main requests made by the petitioners relate to the estate irrigation works, the rents collected by the zamindar, the tenant's rights to the use of local natural facilities and the provision of conveniences such as wells for drinking water, markets, etc. It is alleged that the zamindar is 'utterly indifferent' to the proper maintenance of tanks and other irrigation sources in the estate, that the income of the village is now nearly seven times more than what it was in the pre-pattabandi days, owing to the abnormal enhancement of rates of rent on the various classes of zamin land, that when every natural facility was freely enjoyed in the pre-pattabandi time, fees have now to be paid for cattle grazing and for permits to take firewood, mud and stone from forest areas and that there is no provision for drinking water by means of wells, for lighting and bazaars and for separate burial grounds to the various communities. It is further complained that the ryot is groaning under heavy indebtedness and relief is urged by way of discharging the ryot's loans keeping in his possession enough land for his maintenance and enabling him to pay the advances made to him by the zamindar for the purpose in easy instalments. Redress of the grievances mentioned in the petition would, it is stated, conduce to the security and well being of the ryot.

**Memorandum by Avula Kotireddi and others, ryots of Chinavelapadu, Peramgudipalle villages, Marella taluk, Venkatagiri estate, Nellore district.**

I. (a) Ryot.

(b) The ryot has all rights. The zamindar has only the right to collect rent.

II. (a) A fair rent means one-sixth of the income from the land after deducting the cultivation expenses.

(b) The same principles governing land-revenue assessment in the ryotwari villages, with all changes that may be made hereafter.

(c) Remission of half the rent in the case of crops between eight annas and twelve annas as yield and full remission for lesser yields.

(d) & (e) Should be fixed once for all, the Government reserving the right to reduce it if necessary.

III. (a) Yes. They require revision.

(b) Movables should never be distrained. Arrears of rent should be recovered from the particular item (land) to which they relate, leaving the necessary land for the maintenance of the ryot and a house for him to dwell in.

(c) Panchayats should be constituted with full powers to collect rent and to recover arrears by sale of holdings.

- IV. (a) The rights of the tenant are inherent as being appurtenant to land.  
(b) No.
- V. (a) Yes. They should all be surveyed and a record of rights maintained.  
(b) The zamindar should bear the entire cost.
- VI. No. He cannot demand anything in excess of the rent.
- VII. (a) The ryot should have full rights.  
(b) Yes.  
(c) The ryots should have full rights to enjoy them and the zamindar should see that these rights are not infringed.
- VIII. (a) The Government should repair the existing irrigation sources and recover the cost from zamindars. For subsequent repairs, they should open a separate fund and execute repairs as the necessity arises.  
(b) Such powers should be vested in the Government.  
(c) Such repairs should be executed by the Government *suo moto*.
- IX. Yes. There should be yearly jamabandi.
- X. (a) The same relation as exists between the tenant and the pattadar in the Government villages should exist between the under-tenant and the pattadar in zamin villages. There should be no relationship whatever between the under-tenant and the zamindar.
- XI. (a) The Revenue Board to be the final appellate and revisional authority so long as it exists and the High Court when it ceases to exist.  
(b) There should be special courts.
- XII. (a) The zamindar should be entitled only to charge taram assessment in respect of unauthorized occupation of lands. In the case of other lands, there should be eviction.  
(b) Yes. Revision is necessary.

*Additional matter.*

1. The ryot should have the right to trees in his holdings, contracts to the contrary made before or after the Estates Land Act came into force not to be valid.
2. Payment of rent should be in instalments as in ryotwari villages.
3. Provision should be made for easy and quick disposal of patta-transfer.
4. Zamindar to pay a share of his revenue to the panchayats for improvement of the village.
5. Ryot associations and agents of ryots should be recognized.
6. There should be statutory provision for the representation of ryots' associations in the administration of the zamindari.
7. The zamindar should be held responsible for the construction of new irrigation works wherever possible.
8. The zamindari system should completely go out of existence.

**Memorandum by the ryots of Palluru, Thalakondapadu, Vadimarugu, Gosalapadu and Kodigurlapadu villages, Marella taluk, Venkatagiri estate.**

The petition of Talluru ryots gives the different rates charged for wet and dry land in the village, the grazing fees per head of cattle in the forests adjoining the village, the population of the village, the condition of the tank and such other information. It alleges that the zamindar is 'very indifferent' in the matter of proper maintenance of irrigation sources and that the village tank is likely to breach in the absence of immediate repairs. The petition says that the Christian residents of the village are put to much inconvenience for want of drinking water and that a well is quite essential for their use. It suggests that rents may be collected in instalments as in Government villages of Kanigiri taluk. It complains that remission is not granted even in the event of failure of crops, dry as well as wet and that the ryots have no right to use any natural facilities, even to take earth or stone without a permit.

While giving similar particulars in regard to Thalakondapadu village, another representation in the same file says that the system of paying rent in instalments as in the ryotwari villages should be introduced; that there is scope in their village for the construction of a big tank which would irrigate 800 acres and that though the ryots have been agitating for the last 30 years for the construction of the tank, the zamindar has not taken any steps in that direction. It further says that for want of water-facilities and due to heavy taxation, 20 families have left the village to Rangoon.

The statistics of Vadimarugu, hamlet of Vepagumpalle are likewise given and it is said that as even the private wells have dried up, as there are no water-facilities and as the rents are high, some of the families have migrated to foreign places.

A third representation relating to Gosalapadu and Kodigurlapadu villages says that there is no yearly jamabandi, that rent is not collected in instalment system, that though the ryots have a right to the use of local natural facilities, the estate officials put them to trouble and that there is no school in the village 'which is quite essential.'

Another representation relating to Chinagirlapadu, while complaining about the absence of yearly jamabandi and of the instalment system of collecting rent, about the failure to grant pattas and about the dilapidated condition of the temple in the village due to neglect on the part of the estate, prays for the introduction of the system of collecting rent in instalments.

**Memorandum by the ryots of Kakopalle, Chevedi estate, Kandukur taluk,  
Nellore district.**

I. (a) Ryot.

(b) The ryot has all rights. The zamindar has only the right of collecting rent.

II. (a) A fair and equitable rent is that which has been determined according to the nature of the soil.

(b) One-sixth of the produce of the land as in Government ryotwari villages.

(c) There should be statutory provision for remission of rent.

(d) & (e) Legislation should be made and powers reserved for Government on the lines indicated above.

III. (a) & (b) Distraint of movable property is disadvantageous to the ryot. Cattle and seed necessary for agriculture and a house for the ryot to live in should be exempt from distraint.

(c) In summary(?) courts Re. 0-4-0 per suit and Rs. 10 per . . . (illegible) are being collected. Provision should be made for collection so as to obviate such loss and wastage.

IV. (a) Yes. The right vests in the ryots who have constructed their own tanks. They belong to the zamindar afterwards and he should maintain them.

(b) No.

V. (a) They should be surveyed and a record of rights maintained.

(b) The zamindar should bear the cost, as the ryot is too poor and also as the survey would enable the zamindar to have accurate accounts.

VI. He has no right to levy anything in excess of the rent. But he has been collecting the same by means of highhandedness.

VII. (a) & (b) The ryot has the right to utilize the natural facilities free of cost in respect of porambokes and unoccupied lands.

(c) Neither the zamindar nor the ryot should encroach upon them (public paths, etc.). They should be used for communal purposes.

VIII. (a) The Government should compulsorily cause the irrigation sources to be maintained in good condition.

(b) Yes. The Government should be vested with such powers.

(c) On report from ryots or by inspection or on report by thanas, the Government should see if repairs are necessary and effect the same, if necessary, *suo moto*, without waiting for further explanations of any sort.

IX. Yearly jamabandi quite essential.

X. The same relationship as exists between the ryots and the Government in ryotwari villages.

XI. (a) The Board of Revenue to continue to have such authority, so long as the Government is responsible to the people as regards administration.

(b) It is necessary to constitute special courts.

XII. (a) They should be granted on patta and assessed at the rate usually charged on 'Hamsai' lands.

(b) Revision is necessary. Jodi, etc., should be determined according to ayan and taram classification lands.

The petition contains a note at the end to the effect that the tank in the village has breached and the ryots are consequently put to 'much loss and inconvenience,' 'as the proprietor has not repaired it.'

**Memorandum by Pingali Venkatasubbayya and other ryots of Podili taluk,  
Venkatagiri estate, Nellore district.**

The petitioners submit that the estate authorities have already begun collecting rents, that as they have not harvested the crops they are not able to pay the rents, that due to the fear that a moratorium will be declared, moneylenders are not advancing loans, that estate officials are not prepared to extend the time for payment of rent up to January 15th and that they would be put to immense trouble if such extension of time is not granted. They add that while the Venkatagiri Estate authorities have been making a reduction of Re. 0-2-0 in the rupee in the rent for the last five years due to economic depression in other taluks, they are not given the same concession and pray that the Government may pass orders to the effect that the zamindar should collect rent in instalments as in Government villages and deduct from the rent 10 annas in the rupee, being the concession due to them for the past five years.

**Memorandum by Chimili Kondappa Nayudu and Kilari Subba Nayudu of Ganugapenta Mutyalapadu Varim, Kavali taluk, Nellore district.**

(This petition is attached to petition No. 125 and bears no separate number.)

The petitioners submit that their village which originally belonged to Kalahasti Estate was purchased by the Muthyalapadu zamindar, who had their lands surveyed and changed their classification, that the lands being poor in quality, the yield therefrom is not sufficient even to meet the enhanced rents which have to be paid to the present zamindar, that the estate, though strict in collecting the rents due from them, is indifferent in the matter of effecting repairs to irrigation sources and other improvements, that remission is not granted to them in the event of failure of crops and that as their lands and movables are attached and sold for arrears of rent some of them had to leave the village to distant parts. They complain that the zamindar has converted all waste lands into reserves and has thus prevented their cattle from grazing in them, that he claims the trees in the tank-beds and even in their holdings as his own and does not allow them to utilize them for their own use, that receipts are not granted to them for the rents they pay, that pattas are not granted to them and that the rents paid by them are adjusted to the arrears of previous faslis without their knowledge. They pray that the Hon'ble the Revenue Minister may pay a personal visit to their village, inspect the lands, the crops, the rates prevailing now, the condition of the ryots and scrutinize the suits for arrears of rent and see that their rents are reduced and that a correct account of their dues is given to them.

**Memorandum by Chinnappa Reddi and others, ryots of Rachaveripalle, a shrotriyam village, Udayagiri taluk, Nellore district.**

The petitioner submits that high rents are charged for their lands by the proprietor, that repairs to their tanks are not effected in spite of repeated requests, that as a result of 'wrong survey' their rents have been enhanced and that the proprietor levies duty on weavers and persons engaged in dyeing in the village. They state that if their tank is repaired, it will irrigate not only the shrotriyam lands in their village but also Government lands of 400 acres in extent, that as the village officers and menials are not paid by the proprietor, they themselves are paying miras to them and that as there is no road from their village to the forest which is one mile away, they are put to much trouble during the rainy season. They pray that the lands in their village may be surveyed again and charged at rates applicable to Government lands.

**Memorandum by Jaffer Sahib and others, Sompalle zamin village, Udayagiri taluk,  
Nellore district.**

The petitioners submit that having had to pay the high rates of rent for their lands and of grazing fees, they have been reduced to poverty and the population in the village has depleted, that they were for a very long time paying Rs. 20 for the waste land in the village for which they are now forced to pay Rs. 50, that the ryots of Polemgaripalle, to whom it was leased out some time back, put them to immense trouble with the result that they themselves took it on lease at an enhanced rate, that even now the ryots of the abovesaid village claim the right of grazing their cattle therein and are daily picking up quarrels with them and that they were forced in the circumstances to file a complaint against them before the Sarishtadar-Magistrate of Udayagiri. They complain that they were paying water-rate to the zamindar for irrigating their lands with the zamindar's tank-water, that the Government are now charging them tirvajasti saying that the water is supplied from their sources and that they are thus forced to pay water-rate to the Government as well as to the zamindar. They pray that their abovementioned grievances may be redressed.

**Memorandum by the ryots of Naredupalli, Marella taluk, Nellore district.**

The petition which is unsigned gives the vital statistics of the village and particulars of the rates charged for the lands and the grazing-fees levied and the number of hand-looms, spinning wheels, ploughs, etc., in the village. It represents that high rates are charged for the lands, that no repairs are effected to the tank, that even when wet cultivation is not done for want of water, no remission is granted, that rents are collected even when no crops are raised, that pattas are not granted, that exorbitant grazing-fees are charged, and that rents are collected in full before the 5th December. It complains that the ryots find it hard to pay the entire rent in one instalment, that the zamindar harasses them by preventing their oxen and men from going to fields, that unable to bear these troubles, about 40 ryots have migrated to Rangoon, that the temporary bunds raised by them for diverting stream water breach every year and silt is formed over their lands rendering them unfit for cultivation and that there is no one to heed the prayers of the ryots. It states that the temple in the village has an annual income of Rs. 36 and the expenses come to nearly Rs. 100, the deficit being borne by the ryots and that though there is a grant-school, the boys go to an adjoining village as fees are charged in the grant-school of the village. It prays that a Board school may be opened in the village, repairs executed to the tank, and Government rates charged for lands irrigated with water from private wells.

**Memorandum by Mr. Keldin Chennayya and others, Narapaguntla village, Marella taluk, Nellore district.**

(This petition is addressed to Mr. Battuni Perumal Naidu, M.L.A.)

The petitioners submit that while dry lands and garden lands belonging to the Government in their village are charged Re. 0-10-0 per acre, those belonging to the zamindar are charged from Rs. 12 to Rs. 18 that as most of them are unable to pay these rents, their cattle are being attached by the zamindar and that as they had not taken the waste lands on lease for grazing-cattle, the estate officials came to their village, remained there for three days and after causing much trouble to them succeeded in compelling them to apply for the same. They pray that their grievances may be redressed.

**Memorandum by Muthireddi Pedda Ambayya and three other ryots of Marapaguntla, Marella taluk, Nellore district.**

The petitioner submits that he has five acres of dry lands in the village, that the Venkatagiri zamindar had been charging rent for it at Rs. 6 per gorru while the lands adjoining it are charged only Rs. 2 per gorru, that he has been paying at Rs. 2 per gorru only and that the zamindar has filed a suit for the difference of Rs. 4 per gorru for all these years, and also obtained a decree for the amount. He complains that the karnam whom he has refused to bribe is responsible for charging this excess rate and prays that the decree against him may be cancelled and only the ordinary rates of Rs. 2 per gorru charged, as he is a poor man.

Kelam Rosi Reddi of the same village, while making a similar complaint as the above petitioner, states that their village was burnt four years ago when they lost all fodder for cattle, that they have constructed sheds at a distance, that the Tahsildar has forcibly taken applications from them for grant of pattas in respect of those lands and that they were forced to take the pasture-land in the village on lease. The petitioner prays that these matters may be enquired into and justice done to the ryots.

Kelam Venkatasubbiah of the same village submits that a similar charge (of Rs. 6 per gorru) is made on his lands and that on his refusal to pay the same, he is prevented from cultivating the land. He prays that the unjust charge be removed and he be permitted to cultivate his land in time.

The fourth and the last petition in the file is from Ravuri Gangi Reddi of the same village. He submits that he is the biggest ryot in the village and has the largest number of cattle, that as there is no drinking water-facility for the cattle in the village, he has constructed a pond in his private land for the use of all the cattle in the village that the zamindar has been charging a high rate for the land covered by the pond which is meant for a charitable purpose, that high rates are charged even for lands irrigated with water from private wells and that the villagers are forced to take the *Kancha* (pasture-land) on lease for such high amounts as Rs. 200 on the threat of their cattle being impounded in the event of their failure to do so. He prays that the rent now charged for the land containing the pond be removed and that he be charged for the lands under his occupation at the rates prevailing in Government villages.

**Memorandum by Mr. Adavi Reddi and others, ryots of Chodavaram village, Marella taluk, Venkatagiri estate, Nellore district.**

The petitioners submit that there are no irrigation facilities in their village, that they have been cultivating lands with water from wells constructed by them at a very heavy cost, that the zamindar has been charging them high rates of rent for such lands, that they are put to much trouble for their inability to pay these rents, that in the name of 'Varavadi' they are being charged Rs. 1-4-4 to Rs. 1-14-9 for lands which depend entirely upon rains and which are very poor in point of fertility and that the zamindar has been filing suits against those who fail to pay it and putting them to immense trouble. They complain that the zamindar has, by preventing them from taking their cattle out of their homes for five days, compelled them to apply for waste lands for grazing cattle and pray that their abovesaid grievances may be redressed.

**Memorandum by Marthala Subbayya and others, Ammapalaiyam, Chundi estate, Kandukur taluk, Nellore district.**

The petitioners submit that though it is 12 years since their tank has breached, the breach has not been repaired yet, that though wet crops are not raised for want of water, wet rates are charged, and that in some pattas, the ryots are granted permanent right in the land, while in some others such rights are not given, with the result that the ryots do not know what rights they possess in the land, however long they might have been cultivating it. They complain that the estate people claim as their own property the trees planted by the ryots on the bunds of their lands, sell them to others and when the ryots prevent the cutting of those trees, criminal cases are filed against them, that the estate authorities have leased out the waste lands in the village as pasture-lands, that the zamindar compels them to obtain permits from him for cutting wood, etc., that owing to the breaching of the tanks and ponds which are situated above their village and which are the sources of water-supply for their lands, they have been reduced to poverty, that the wells in the village have dried up for the same reason, that the zamindar has been raising wet crops in the tank-bed, that the taram-rates for lands under the tank range as high as Rs. 20 and Rs. 24 and even Rs. 28, that half-rent is charged for these lands, whether or not there is any yield from them and that if they fail to pay the same, their cattle are impounded and criminal cases are filed against them by the zamindar. They pray that a personal enquiry on behalf of the Government may be made into their condition and their grievances redressed.

**Memorandum by Mr. Sanivarapu Narasimham and others of Polnenicheruvu, Garugupalem, etc., villages, Ravi Tirupathinayudu estate, Nellore district.**

The petitioners submit that the proprietor collects grazing fees for cattle-grazing in the hill porambokes, that during the Dasara he takes a goat or sheep from each herd and one or two fowls from each family in the village whether or not that family owns land, that tanks are not repaired, that tank-beds are leased out for grazing at high amounts, and that waste lands in the village are converted into pasture-land by the proprietor who compels the ryots to take the same on lease. They complain that though the ryots irrigate only one crop with tank water and raise subsequent crops with water from their private wells, they are charged water-rate of Rs. 6 per acre in addition to the rent of Rs. 24, that though tank-water is not supplied to the lands under its ayacut, the taram-rent is collected and that their cattle are not allowed to drink the tank-water. They add that the proprietor auctions the fish in the tank, grants on patta trees on the bunds of the ryots lands, to others, prevents the ryots from collecting fuel, etc., for domestic and agricultural purposes from waste lands, that he insists upon their obtaining permits for taking stone and earth for house construction, etc., that criminal cases are brought against those who fail to do so, that for want of sufficient pasture, they are forced to send their cattle and herds of sheep and goats to the Nallamalai forests, and that they are thus put to ever so many troubles. They pray that their grievances mentioned above may be redressed.

**Memorandum by Mr. G. Daniel and others, Kotipalle, Kanigiri taluk, Nellore district.**

The petitioners submit that the Venkatagiri Estate charges Rs. 50 or Rs. 60 per gorru, though their lands are irrigated with water from their private wells, that they are not able to pay such high rents, that a sum of Rs. 2 is charged by the zamindar in respect of cultivation without permission, though such permission is asked for subsequently and whether there is yield or no yield in such lands and that an exorbitant pullari (grazing fee) is collected from them. They pray that the pullari rate may be reduced and that they be charged for their lands at the Government rates.

**Memorandum by Mr. Madhavabhotla Subrahmanyayya and other ryots of Kakitalpore shrotriyam village, Nellore taluk, Nellore district.**

The petitioners submit that their village, 3,629.29 acres in extent has four tanks, that 611 acres were under wet cultivation till some time back, that due to the bad condition of the tanks, only 211 acres are under wet cultivation now, that their village is divided into 60 shares and that the holder of each share pays Rs. 24 to the shrotriyamdar, themselves bearing the jodi and the contributions to the Road Fund due from the shrotriyam. They complain that the shrotriyamdars who were hitherto allowing their cattle to graze in the waste lands free of charge are now levying a fee of one rupee per head of cattle, that their tanks are in a bad condition, some not having sluices and some others weirs, that they are put to the trouble of either raising artificial bunds in order to prevent wastage of water when there is no rain or to cut open the bunds to let out water when the rains are heavy and that the shrotriyamdars do not effect repairs to the tanks even in this condition. They further state that the shrotriyamdars refuse to take the cash-rents hitherto paid by them, that they insist upon payment of 7 *thumus* of grain per acre instead, that their agents go to the village at the harvest time and compel them to pay them the abovesaid rent in kind with the result that there is left very little for them to maintain their families with and that many of them have left the village unable to live under these conditions. They pray that the Government may be pleased to send their officials to the village to enquire into their condition and do justice to them.

**Memorandum by Mr. Rachakonda Kottaya and others, zamin ryots of Darsi range, Nellore district.**

The petitioners submit that in order to meet the present zamindar's coronation expenses, the Venkatagiri Estate officials had 20 days previous to the coronation collected one half of the rents due in some villages and the full rent in some other villages, that they have started collection again before they (the petitioners) have even raised any crops and they are thus put to immense trouble. They pray that the Government should issue orders for the immediate suspension of this system of collection and for the introduction of the system of collection prevailing in the adjoining Government villages.

**Memorandum by Mr. V. V. Krishnamurti, Honorary Secretary, Taluk Congress Committee, Markapur.**

The shrotriyamdar is a ryot in relation to the zamindar.

There are many agrapharams in the Venkatagiri Estate. These agrapharams are divided into many shares and each share-holder cultivates his share of the lands and pays his share of the jodi due to the zamindar. But when some of these share-holders fail to pay their share of the jodi to the zamindar, the latter files suits for the recovery of the dues against all the share-holders and takes execution proceedings. Orders should be passed to the effect that he should only proceed against the defaulters alone, for the recovery of amounts due from them.

2. There are about 100 acres of wet land under the ayacut of the two tanks in Chandavaram Agrapharam, Darsi division, Venkatagiri Estate. The zamindar collects water-rate on these lands, in addition to the jodi. The previous zamindars used to grant remission of this water-rate when crops failed. But now the estate officials collect the same even when the crops fail, by making misrepresentations in their reports. Full remission or partial remission should be granted as the condition of the crops deserves. A Government official should be appointed to report on the condition of the crops.

3. Of the two tanks in the Chandavaram shrotriyam, one is completely damaged. Even under the other tank, only a few acres are cultivated once in three or four years. The zamindar is interested only in collecting the jodi but not in repairing the tanks. This, the second tank, also is about to be damaged. The Government should depute an engineer to effect annual repairs to these tanks and the cost thereof should be recovered from the zamindar.

*Answers.*

II. (d) Rent should be determined as occasion arises according to the then existing conditions.

(e) The Provincial Government should have power in the matter of fixing rents.

VIII. (a) & (b). Reply is given in the last paragraph above.

(c) Government should repair irrigation sources *suo motu*, and recover the cost from the zamindar.

IX. Jamabandi should be conducted by Government officials.

XI. (a) Power to decide disputes should only vest in Special Courts.

(b) They alone should have the power to try cases between zamindars and tenants. These Courts should be itinerary.

XII. (b) Jodi should be collected by zamindar from persons from whom it is due and not from all jointly. Inamdars or shrotriyamdars should not be made jointly responsible for such dues. Proceedings for the recovery of such dues should be conducted through Special Courts.

**Memorandum by Mr. Chinna Reddi Venkatanarasimha Rao and others, ryots of Aravallipadu, Darsi division, Nellore district.**

The petitioners submit that their village which has an ayacut of nearly 2,700 acres and pays a rent of Rs. 2,000 of which one-half is in respect of wet lands, belongs to the Venkatagiri Estate, that though the Dasabandham inam tank in their village, which has an ayacut of nearly 120 acres, had breached in 1925 and has become completely damaged, the zamindar has not effected any repairs to it, in spite of several representations made by them and that the zamindar has all the same been collecting Rs. 1,000 every year in the shape of water-rate. They complain that though there have been good rains this year and the tanks in other places are full, their wet crops are about to dry and the same fate is about to overtake the newly sown crops and seedlings due to lack of water in their tank. They pray that their grievances may be redressed by an enquiry being made and that arrangements may be made for suspending collection of rent and for grant of remission.

**Memorandum by Mr. Dega Muniswamy Nayudu, ryot of Penkalapadu village, Panagal estate, Kalahasti taluk, Chittoor district.**

I. (a) The tenant is the proprietor of the soil.

(b) The zamindar should receive only a fair rent from the tenant.

II. (a) Equitable rent should be fixed with reference to the fertility of the soil, irrigation facilities, taram, etc.

	Per acre.		
	RS.	A.	P.
I rate (tharam) lands .. .. .	5	0	0
II Do. .. .. .	3	12	0
III Do. .. .. .	2	8	0
IV Do. .. .. .	1	14	0
V Do. .. .. .	1	4	0
Dry lands depending on rain for water-supply .. .. .	0	15	0
Lands obtaining water-supply by lifting .. .. .	1	4	0

(b) A fair rent should be fixed with reference to irrigation facilities, fertility of the soil, wet or dry cultivation and labour necessary for cultivation. Rents prevailing in Government ryotwari villages should also be taken into account.

(c) Yes. Remission to be granted, if : (1) the rents are far higher than what the fertility of the soil warrants; (2) crops are liable to destruction by pests; (3) lands lie fallow in certain cases; (4) famines break out for want of rain; (5) facilities regarding grazing of cattle are lacking and (6) ryots cannot obtain fuel, timber, leaves, etc., from forests and hills.

(d) A fair rent should now be fixed permanently.

(e) Yes.

III. (a) Revision of these powers is necessary.

(b) Rents for a particular land should be collected only on that land and no charges should be made on other property or person.

(c) Village panchayats should be established and the power of collection of rent, etc., to be entrusted to them.



IV. (a) Rights of tenants to water-supply are inherent, they being appurtenant to the land.

(b) Zamindars have no other rights except keeping the water sources in good repair and collecting rent.

V. (a) Estates may or may not be surveyed. Rent should not, however, be enhanced when the extent of land is found to exceed the original measurements.

(b) Zamindars to bear the whole cost.

VI. The practice of demanding levies other than the fixed rent, now obtaining in zamins, must go.

VII. (a) & (b) Originally tenants had rights with regard to the utilization of natural facilities. But these rights have been usurped by the zamindars at present. The rights of tenants referred to above are inherent.

(c) The tenant's rights in regard to public paths, communal lands-hill and forest porambokes are fundamental and essential for their livelihood. Zamindars are only entitled to the right of hunting.

VIII. (a) Village panchayats should be asked to report on the condition of irrigation sources and works.

(b) Government should carry on repairs in the light of their reports and the necessary cost to be recovered from the zamindar.

(c) Powers to be applied *suo moto*.

IX. Yes.

X. The under-tenant should be answerable to the pattadar. Zamin ryots should have dealings with the Government, the zamindar having nothing to do with them.

XI. All disputes arising under the Estates Land Act to be tried by 'agricultural courts' consisting of not less than five persons connected with the Agricultural department.

XII. (a) The zamindar to proceed within thirty days against those tenants who have occupied lands unauthorizably. Such tenants can be evicted, after reports have been sent to the Government. When this time-limit has been exceeded, taram-rent should be received on the land from the tenant and he should not be evicted.

(b) Yes.

The petitioner says that ryots are being rack-rented by the zamindars without any facilities being provided for cultivation. He prays that the provisions of the 'Moratorium Act' should be put into force 'at a very early time.' He further states that the zamindar pays the same amount of *peshkash* to the Government which had been fixed a century and a half ago, while the rate of rent they (the ryots) are paying has been enhanced to double the original amount.

**Memorandum by Mr. L. Ramireddi, etc., ryots of Kandadu village, Yerpedu post, Kalahasti taluk, Chittoor district.**

I. (a) The tenant.

(b) The tenant should have all rights in the land both inside and outside of it.

II. (a) Rent fixed according to the land revenue assessments in Government ryotwari villages is a fair rent. Tirwajasti and fasljasti should not be collected.

(b) Rents in any place should not exceed the rates prevailing in Government ryotwari villages.

(c) There should be statutory provision for remission.

(d) The rate of rent should be settled once for all; but the power of reducing rent whenever the prices go down should be given to special officers or panchayats.

(e) Yes.

III. (a) Yes.

(b) The power to collect rents should be given to panchayats.

(c) Movable properties should not be attached. Only those lands whose value is equal to the arrears of rent should be attached and three months' time should be given for claiming it. On the expiry of this time-limit, panchayats should auction those lands and realize rents. Wet lands of one acre and dry lands of two acres should not be auctioned.

IV. (a) Rights to water-supply are inherent as being appurtenant to wet lands.

(b) The landholder has no superior rights in the water sources.

V. (a) Yes.

(b) The total cost to be borne by the landholder.

VI. (a) The landholder cannot demand levies of any sort in addition to the rent. If he demands such levies, it should be deemed a criminal offence.

VII. (a) Ryots should have the right of grazing cattle, and use the forest for obtaining timber. They should have the right of obtaining timber from forest without *masi-permits* and of grazing cattle without *pulleri* (grazing fees).

(b) Tenants have inherent rights in this respect.

(c) Panchayats should have full control over public paths, communal lands and hill and forest porambokes. Half the income from forests should go to the zamindar and the other half to the panchayats.

VIII. (a) Zamindars should maintain irrigation sources and works.

(b) Yes.

(c) Such powers to be applied *suo motu*.

IX. There should be yearly jamabandi as in ryotwari villages.

X. Under-tenants should have equal rights with pattadars. They should also have the voting power. The zamindar should comply with the application of cowledars for cultivable waste lands.

XI. (a) A special tribunal having representatives of ryots' associations should be constituted to serve as the final appellate and revisional authority.

(b) Such disputes should be tried by itinerant courts having representatives of Zamin Ryots' Associations.

XII. (a) The zamindar should collect double the amount of 'Hamsai' rate for only that fasli on the lands occupied unauthorisedly and then grant him pattas for them.

(b) The law requires revision.

Under the caption 'other matters,' the ryots state that the enquiry should be conducted very confidentially 'since witnesses on behalf of the zamin ryots hesitate to appear before the committee out of fear,' that zamindaris should be abolished without giving the zamindars any compensation, that till their abolition, the minimum demands of the Andhra Provincial Ryots' Association should be complied with, that 25 per cent of the zamindars' (revenue) income should be given to panchayats, that the above provisions should be made applicable to the ryots of inam villages also and that the system of collecting 'koru' (that is collecting half the portion of produce yielded) should be abolished.

**Memorandum by Mr. V. Munuswami Nayudu, Secretary, Kallurpalaiyam Zamin Ryots' Association, Chandraguri taluk, Chittoor district.**

I. (a) The ryot is the proprietor. The zamindar is entitled only to rent. The ryots of the village should be vested with proprietary rights in respect of uncultivated waste lands and porambokes. Forest porambokes and communal lands should be made available for the community. The ryot should have both the surface and the under-ground rights in the land.

(b) The ryot who is not a landholder is entitled to a share in the yield.

II. (a) It would be fair if rent is fixed in zamindaris according to the principles that are observed in the case of ryotwari areas. The said rent should be assessed on the basis of the price of paddy prevailing from year to year and if the price falls below the average price either the rent should be reduced in proportion to the fall or remission should be granted for the succeeding year.

(b) Fertility of the soil, water facilities, prices in the village and the expenses of the ryot should be taken into account in fixing the rent.

(c) Yes. A statute for zamindaris embodying the principles governing remission in ryotwari villages should be enacted.

(d) Rent should be determined for a particular area once for all by Government officials alone and the system of having rents determined in courts now and then should be discontinued. Zamin villages should have the same facilities that ryotwari areas have in the case of revision of rent. The Government should have the entire power. The zamindar should have none.

(e) Yes.

III. (a) Yes. The landholder should have no power to directly attach movable properties. Only Government officials should do the work of attachment. The right to file rent suits in courts should be removed.

(b) Nil.

(c) Only Government village officers should collect rents in zamindaris also. Sale of holdings also should be conducted through them. The Deputy Tahsildar or Sub-Magistrate should be empowered to receive applications for sale of lands. The present practice of publishing notices of sale in newspapers is unnecessary.

IV. (a) The right is inherent in the case of wet cultivation and it does not accrue by virtue of a contract.

(b) The ryot is entitled to water-supply to the usual extent for wet cultivation. The right to give any supply in excess of this extent for dry cultivation or for single-crop lands may belong to the landholder. The zamindar should have no power to collect *faslijasti* for irrigation from *dasabandham* tanks.

V. (a) Yes.

(b) The landholder should bear the entire cost.

VI. No.

VII. (a) The ryot has had a right from time immemorial to the utilization of such local facilities. But influential zamindars are by force taking away these rights and unjustly levying a tax. Zamindars must, therefore, by legislative enactment be forbidden to interfere with these ancient rights of ryots.

(b) Yes.

(c) Collectively the ryots alone have the right in respect of public paths and communal lands. The ryots' time-honoured right to graze cattle, gather leaves for manure, etc., should be made statutory.

VIII. (a) The zamindar should be responsible for the maintenance of irrigation resources and works.

(b) Yes.

(c) Government should apply such powers *suo motu*.

IX. Yes.

X. The 'koru' or the lease amount taken from an undertenant by the pattadar should not exceed twice the actual rent amount due on the land.

XI. (a) A special tribunal should be constituted for the purpose. The Revenue Board should have no appellate jurisdiction.

(b) Disputes between landholders and ryots and suits in respect of *taram-rates* should be tried by revenue courts and disputes regarding *jodi*, etc., concerning *inams* should be tried in special courts or civil courts.

XII. (a) In the case of unauthorized occupation, the zamindar should grant a lease and collect rent at the rate charged in the case of adjoining lands.

(b) It is very unjust on the part of zamindars to collect *jodi* from *inamdars* who pay quit-rent. Revision of the present law regarding the collection of *jodi* is unnecessary.

#### *Additional matters.*

1. The zamindar is now very indifferent in the matter of patta transfers and this is causing many hardships to the ryot. It is urged that patta transfers should be effected immediately after lands are sold and that a patta should contain all the details concerning the land, such as rent, *paimash* number, extent, *tirvajasti* and *faslijasti*.

2. It is suggested that the water of the *Mogilammavanka* and the *Gogulavanka* in *Kallurupalem* during the flood season, which goes waste, should be diverted by means of channels to tanks, since the latter would then always have abundant supply of water for cultivation. It is urged that the work in this connexion should be started soon inasmuch as the tanks in the village have not been full once at least for ten years past and the people of the village have to depend upon rains only.

**Memorandum by Mr. B. Muniramakrishnayya, Vice-President, Congress Ryots' Association, Kuppambadur Paramba Jagir, Puthur division, Chittoor district, dated 29th March 1937.**

I. (a) In my opinion ryot is the proprietor of the soil for the following reasons :—

History tells us, that more than 2,000 years ago man lived in forest caves, eating leaves, fruits, and raw flesh of wild animals. After a period of this beastly life, he learnt to cultivate the land here and there, and became a ryot. Again there came a period, when he found out that agriculture could be made more easy and profitable, if worked collectively and not individually. So, they (our ancestors), formed into small groups of agricultures, resorted to such places, where nature afforded them the facility of improving natural water sources, and where nature afforded forest convenience from where they could have wood for constructing cottages and agricultural implements. When they have thus learnt to live as agriculturers in groups, there came the necessity of a group-head, who would look after the welfare of agriculture, and safeguard the interests of all of them. So, each group of cultivators chose amongst them, one who was intelligent, hard-working, and broad-minded as their head, spared him the trouble of tilling the land along with them, gave him something

to eat from their own produce, and also kept something with him in reserve for the purpose of their agricultural improvement, and made him work for all of them. Hence, the present-day zamindar first came into existence, many years after a ryot existed. Rent came into existence, only after our ancestors thought it necessary to have a head for them, and paid him for his maintenance, and also paid him what they thought reasonable for the purpose of their common agricultural improvement.

It is clear that the main cause for every kind of improvement in civilization, administration, industry, social reforms and religious reforms also, which the present day sees, is, agriculture, and thus, the ryot. So, it is clear that a zamindar is there to collect a portion of the excess produce from all the ryots to whom he is the head, and to spend the same not only for his own maintenance, but also in all possible ways for the betterment and improvement of both the ryots and agriculture.

(b) The nature of interest which the tenant has in the land is to cultivate it well without laziness, pay some portion of his produce to the zamindar, who has got to spend most of his time to look after him and his land without giving prominence to other kind of avocations, and also pay to him something so as to enable him to spend for the improvement of agriculture, for meeting his costs of establishment, for the purpose of maintaining correct accounts, for a fair collection of rent, and to pay something to the Central Government in his turn. After paying this rent, the ryot has to satisfy himself with what little there remains, without aiming at a luxurious way of living by "beg, borrow or steal" policy.

Zamindar's interest in the land is to collect a reasonable rent from the ryots, and spend it for different heads as stated above.

II. (a) A fair and equitable rent is, that which does not destroy the one who pays it.

All the purposes which the rent goes to serve have to be adjusted according to the collection of such a kind of rent (fair and equitable), and the purposes should never be multiplied on any ground whatsoever for the simple reason, that one has got to cut the coat according to the cloth.

(b) The considerations for fixing a fair and equitable rent are—

- (i) The average produce a particular class of land yields per year or crop.
- (ii) The average reasonable expenditure for producing that yield in an acre or gunta of a particular class of land.
- (iii) An average reasonable savings for the ryots who cultivate an acre of a particular class of land.
- (iv) The average existing market rates for the yield.
- (v) Expenditure absolutely necessary every year for maintaining or improving the water sources, if there are any, to irrigate the land, and what is the dividend of expenditure per gunta or acre.
- (vi) Absolutely necessary establishment cost of the zamindar.
- (vii) Reasonable allowances for the zamindar.
- (viii) The fact that ancient Hindu Sastras while dealing with the duties of a king towards his subjects states that he should collect one-sixth of the produce from the ryots.

(c) There should be a statutory provision for remission of rent under the following circumstances :—

- (i) A reasonable remission should be given, when a particular crop owing to pests does not give the average yield for which it is raised.
- (ii) Full remission should be given when a crop for want of sufficient water does not give any yield at all.
- (iii) Full remission of rent when crops raised on tank-beds get immersed in water.
- (iv) When the market prices fall down abnormally.

(d) It is advisable to settle the rate or share of rent for a particular area once for all, as against the alternative the question suggests, to avoid litigation which would cause unnecessary expenditure for both the parties.

I humbly suggest the following plan to achieve the settlement as wished above.

Let particular plots of land in all the varieties of land the zamindar has, be chosen for the purpose of determining rent. Both the zamindar and the ryot with a sense of justice will choose such plots before the beginning of the next fasli year. Both the parties will record the exact yield of all the crops raised in those chosen plots, and also maintain an account of expenditure for raising the crops. Both the parties after giving due consideration in fixing a fair and equitable rent, will fix a reasonable rent for all the varieties of land,

which will be recorded, and a copy of which record will be in possession of both the parties duly signed by both of them. In this way, if every zamindar and ryot work in co-operation with each other, by the end of next fasli year, this plan will have been carried out in all the zamindar villages.

If, on the other hand, the work is thrust upon a third party, expenditure and delay is inevitable, to which the poor zamindari ryot cannot commit himself.

If it is proved that either party had no time or mind, to work out on this plan, law should be provided for the Government to intervene, and the expense of the Government for execution of this work should be borne by the party, which neglects to do its duty within the end of the next fasli year.

(e) Though it will prove unnecessary if the aforesaid plan is carried out to fix the rent, the Government should have reserve powers, to revise, alter or reduce the rents whenever they are inequitable, by executive action, through their Revenue Settlement Officers.

III. (a) & (b) Yes, it requires a revision to make it simpler and less costly.

(c) Powers of collection should be given to Village Panchayats.

When a ryot finds it difficult to pay the rent in coin, he should be enabled to pay it in kind also.

A ryot should be asked to pay kist in four instalments every year.

If by the end of the fasli year, he fails to pay, a notice should be served upon him by post (acknowledgment received), to pay the same within a month. Even then if he fails, the zamindar should apply to the Revenue Divisional Officer for sale of a reasonable plot of land and within two months, the whole procedure of selling the land should be finished. Thirty days of time after the date of sale should be given to the ryot for payment of rent together with costs.

There should be no provision to distrain movable properties.

IV. (a) The rights of the tenants to water-supply is inherent and not a contract between the parties. This water cannot be utilized for any other purpose except for irrigation of lands.

(b) The landholder has no superior rights whatsoever in the water sources.

V. (a) All the estates should be surveyed and a record of rights should be maintained compulsorily.

(b) The cost of survey can be greatly minimised if the following plan is adopted.

The karnam of each village is supposed to have qualities himself fully so as to enable him, to prepare correct collection and sagubadi accounts, as well as measuring the lands. The present karnam of a zamindari village has not got many accounts to prepare, and generally he does not work at his accounts, for more than two months in the year as a whole.

So, if he is made to measure all the lands for which he is the karnam in the presence of the ryots, working in the fields daily for 4 hours at least, within a year the survey will be complete with very little cost. After the survey of lands is over a record of rights may be easily drafted if the ryot and the landholder work in co-operation with each other.

The cost of measuring implements, paper and demarcation stones, should be borne by the zamindar himself. For, suppose a zamindar demands from a certain ryot rent for 20 acres, it is the zamindar's look-out to see that his statement is true. The Zamindar has no right to say, that because some old unqualified and half-educated karnam of his had prepared ignorantly a false account a hundred years ago, he is free from any responsibility for the correctness of his accounts.

VI. No.

VII. (a) & (b) The tenant has got a right to utilize the same free of cost.

(c) These lands should not be given away to anyone for cultivation, but they should remain as they are to serve the purpose for which they are intended.

VIII. (a) The landholder in consultation with the ryot will first know the probable amount required for this purpose, and a reasonable amount will be kept every year in a Government bank from where it will be available whenever wanted, for, it will be unsafe in the hands of small landholders.

(b) Rights should be vested in the Government.

(c) They should be applied *suo motu*.

IX. It is necessary.

X. Any given legal status to the under-tenant cannot better his situation.

XI. (a) The Revenue Board should remain as the final appellate and revisional authority.

(b) In such touring courts having powers not less than that of a present District Munsif's.

XII. (a) Such reliefs for which he is entitled in respect of a tenant's patta lands.

(b) It does require revision on that ground of considering the duties of a zamindar, as per custom or inam deed's terms to his inamdars, whenever jodi, or poruppu or any other cess is collected from them.

I draw the attention of the Hon'ble Committee to the following existing facts, in the zamindari of Sri Karvetnagar of Chittoor district, and I sincerely wish for a separate Act exclusively for this zamindari estate for the following reasons :—

(1) The zamindar's able and generous administration has ceased to function since about 50 years, owing to his running into debts, and all the villages in the estate have been either mortgaged or sold out to different rich people. So, the estate has hundreds of petty proprietors whose interest in the estate they own, is merely business-like, and not an interest of a noble zamindar who would really care for a good administration and welfare of his ryots.

(2) The village karnams, the proprietor's agents who have no powers other than that of collection of money, and the monegars are all bent upon doing two main things. (1) Preparing accounts, whether correct or incorrect to collect as much money as possible. (2) Finding out methods to collect the money without any opposition on the part of the ryots. These officers do not care if the water sources are going to dogs in their villages. They do not care if the tree leaves of the forest is given away free or not to the ryots who are entitled to it for manure, as against supplying the same to other people realizing some money. They do not care if the forest leaves and wood are being sold out to merchants for manufacturing "beedis" and charcoal respectively to be sold out in towns. They do not care to think that the ryots have an inherent right to use the leaves for manure and the wood for cottage building and agricultural implements. They even do not care to think that a sense of morality requires them to give some remission of rent at least, whenever a crop fails to give any yield absolutely. Their only excuse is that they are doing this without opposition from any side for the last ever so many years. They are always bent upon making as much money as possible and pleasing their respective proprietors in order to win their favour and make their own office stable. This is the administrative condition of this zamindar.

(3) Water sources have been totally neglected for the past fifty years. The very minor repairs, such as control of sluice of tanks also is neglected. For instance, the very mechanism of sluice control of "Royalcheruvu" tank, is unknown to the human mind for the past fifty years. Many breaches in the tank bunds mostly in every place in the estate remain unbuilt. Floods coming out of such breaches are making cultivable lands sandy and endangering villages also.

(4) Forests are not being utilized for the purposes for which they are intended. Even on hill-tops there are pattas which enable rich pattadars to monopolise the rights of all the ryots. Under these chaotic conditions of this Zamindari, I feel that I am not avaricious in sincerely wishing for the following by-laws in relating to this zamindari :—

#### *By-Laws.*

(1) All repairs of water sources should be taken immediately and be finished within one year.

(2) Immediate appointment of necessary staff to control and distribute the water in all necessary cases, as against ryots doing the same which action leads to discord and quarrels amongst the ryots.

(3) The survey and settlement should not be entrusted to a third party if it is going to be a matter of expenditure to the ryot.

(4) The survey and settlement should be finished by the end of the next fasli year as per plan herein aforesaid and the rent collection for the current fasli also should be in accordance with such a fresh settlement of rent.

*Further Requests.*

- (1) The proprietorship of all trees in the land of a pattadar should be to the pattadar himself.
- (2) Zamindar should give a portion of his collections towards Village Panchayat funds.
- (3) Ryots' Association should be accepted as agents to the ryots.
- (4) There should be a statutory provision that every village should compulsorily have a Ryots' Association of its own.
- (5) There should be a statutory provision to enable the representatives of a Ryots' Association to take part in the administration of zamindari villages.

**B. MUNIRAMAKRISHNAYYA,**  
*Vice-President.*

**Memorandum by Mr. Soorapaneni Venkatanarayana Garu and others, ryots of Garikaparru.**

The petitioners submit that the zamindar collects a wet rate of Rs. 3 to Rs. 4 per acre in the village surrounding theirs, while he collects Rs. 6-12-0 per acre in their village and that, owing to the changed economic conditions, it is hard for them to pay this rate of Rs. 6-12-0 and urge that the Joint-Select Committee should enquire into the matter and do them justice.

**Memorandum by Mr. D. Srinivasa Ayyangar, President of Kangundi Ryots' Association, Kuppam, Chittoor district.**

The petitioner on behalf of the ryots' association suggests that the zamindari system itself, which he characterises as "the middleman's system," may be abolished. He complains that the rents have often been enhanced since 1802, with the result that the present rates are unbearable, that the irrigation tanks have been in utter disrepair and that the ryots are encountering several obstacles in enjoying their customary rights of utilizing the adjoining forests for grass, green manure, fuel, timber, etc., and urges the need for statutory provision for the grant of remission to meet seasonal adversities and famines which are often experienced in that region. He complains that a group of 30 zamindari villages forming part and parcel of their 300 zamindari villages having been included in the North Arcot district where the district vernacular is Tamil and where they have a separate Court of Law, the ryots of the 30 villages are unable to co-ordinate their activities with the zamin ryots of Chittoor district for their uplift and requests that the 30 villages may be amalgamated with Chittoor district. He further requests that the Deputy Tahsildar's office formerly existing at Kuppam and amalgamated in 1931 with Venkatagirikota Deputy Tahsildar's office, 22 miles off may now be restored and that a District Munsif's Court also may be opened at Kuppam as the present District Munsif's Court at Chittoor is very far off, at a distance of 72 miles from Kuppam. In conclusion, he prays that co-operative credit societies and land mortgage banks may be provided for each village, that 'B' class roads at least may be laid to the villages, that stud-bulls may be supplied to the zamin villagers by the Government and that the Moratorium Bill may soon be enacted.

**Memorandum by the ryots of Punganoor taluk, Chittoor district.**

*N.B.*—This petition does not bear any signature.

It is represented that prior to 1860, the zamindars were merely "revenue lease-holders," that later on in view of the meritorious services they had rendered to the Government and on their request for proprietorship of the soil, they were granted only the right of collection of rent on cultivated lands. It is alleged that in spite of the fact that there is no forest in the neighbourhood, hardship is caused to the ryots "by their having to pay rent even for waste lands used merely for the grazing of cattle" and that justice is not meted out to the ryots in the matter, when cases come up to magisterial courts. It is further stated that even for leaves, fuel, etc., removed from the forest for sale in the villages, levies at 3 pies per head-load are charged, for which it is understood to some extent that neither the zamindar nor the panchayat board is responsible. The petition submits that "this looting" has been going on without let or hindrance for the last 40 years, "though the police promise to enquire into the matter whenever complaints are made to them." He finally prays that the Government may be pleased to take the necessary action and redress their grievances.

**Memorandum by the Kuppam zamin ryots, Kuppam, Chittoor district.**

*N.B.*—This petition does not bear any signature.

It is represented that due to the considerable fall in prices, the ryots are hard pressed in maintaining their families after paying the rents and it is requested that implements, etc., needed for agriculture on modern lines which ensure better yields may be supplied to them either freely or on easy terms. To enable them to utilize their leisure hours and the three or four slack months in the year when they are free from agricultural pursuits and to supplement their meagre income through the pursuit of handicrafts, the ryots request that the Government may be pleased to give them the necessary training in some convenient crafts, supply spinning wheels to them at cheap prices to be recovered in instalments and create marketing facilities for their products. The ryots submit that the need for zamindars which might have been felt during the initial stages of the advent of the British, now no longer exists and that the zamindari system should be abolished. They point out that out of the gross-income of about one lakh of rupees derived by the zamindar, the net amount of 77 thousands left after deducting the 23 thousands due to the Government as peshkash may be better utilized for the uplift of a good number of ryot-families than by being monopolized by the zamindar. They complain that the rates of rent, as for instance Rs. 30 per acre, are unbearable and request that the power to collect rents may be withdrawn from the zamindars and vested in village panchayats, subject to the statutory provision that only 7½ per cent of the value of the yield should be collected. They pray that the ryots may be afforded grazing rights and the right of removing green manure, timber, fuel, etc., from the adjoining forests free of any levies, and that the Government may be pleased to effect repairs to the irrigation works which have been badly neglected for the past 20 or 30 years and recover the cost thereof from the zamindar, issuing orders meanwhile to the effect that the dry rate of rent alone should be collected in respect of lands in the ayacut of tanks whose bunds have breached. They suggest that survey may be effected at the cost of the zamindar or the Government and request that the hardship involved in joint pattadars being held responsible for the defaulters in the joint patta may be remedied by splitting up joint pattas into single pattas and urge the need for quick disposal of patta-transfers. They further request that the reduction of taxes, given effect to in ryotwari areas, may be extended to zamin villages also. They seek protection from the hardship caused to them by their creditors by way of court-decrees, executions, etc., ever since the publication of the Moratorium Bill, urge the immediate enactment of the Bill, want that the rate of interest should not be higher than 4 per cent, that the properties ryots owning less than 5 acres of wet land or 10 acres of dry land should not be distrained and pray that the Government may be pleased to provide them with credit facilities at cheap rates of interest. They state that they are in a state of object poverty and request that at least those among the ryots who are not assesseees of income-tax may be exempted from payment of arrears of rent for 1344 & 1345 faslis. In conclusion the ryots welcome the formation of village panchayats, the inauguration of free and compulsory education, drinking water facilities, and medical-aid as being highly desirable and request that the Prohibition Act may be introduced in the Chittoor district in the ensuing year.

**Memorandum by Mr. S. Gundu Rao, President, the Kangundi Zamin Village Panchayat Boards' Association, Kuppam, Chittoor district.**

The petitioner expresses gratification at the endeavours being made by the Government to carry on the administration by replacing district boards by village panchayats and urges the formation of a panchayat in each and every village. He suggests that rent-suits in respect of amounts below Rs. 200 may be instituted before village panchayats instead of before the Revenue Divisional Officer 'as the latter is irksome to the ryots,' that panchayat courts may be replaced by village panchayats which should be vested with civil, criminal and revenue powers, and that the Madras Forest Act may be annulled and the management of forests vested in village panchayats. It is requested that the Deputy Tahsildar's office at Kuppam which was abolished as a measure of retrenchment may now be restored, that the responsibility of executing repairs to irrigation works together with the amounts given by the zamindar or recovered from him by the Government for the purpose may be entrusted to village panchayats, and that as zamindars and sowcars are troubling them very much ever since the publication of the Moratorium Bill, the necessary legislation may be passed soon to redeem the indebtedness of the ryot. In conclusion, the petitioner prays that in view of the fact that ryots are experiencing difficulties on account of the existence of separate Acts in respect of village munsifs' courts, village panchayat courts and district boards, the Government may be pleased to consolidate all have relating to villages into a single Act, and also grant the facilities required by the Kangundi Zamin Panchayat Boards Association in the resolutions passed at its Fourth Annual Conference held on 20th November 1937.



**Memorandum by Mr. S. Adinarayana Chetti and other unemployed youths of Kuppam, Chittoor district.**

The petitioners allege that while many educated youths have been idling away their time for want of employment in the village and for want of means to secure any job elsewhere, Mr. S. V. Nayudu, Deputy Collector, who is now the Diwan of the Kangundi Estate and who is holding the Estate office at Kuppam, consisting of 12 clerks, has recruited mostly persons from his native district, Cuddapah, to these posts. They complain that this was not the state of affairs during the regime of the present zamindar's father when out of 13 clerks, 1 sarishtadar and 1 manager, with the exception of the sarishtadar and the manager whose services were lent by the Government, all the rest were local people. They regret very much that even in the case of peons on Rs. 8 per mensem, the Diwan who as a Government servant must be aware of the problem of unemployment, should ignore local candidates and bring in his own men. They refer to the present head clerk in the Diwan's office, aged about 70 years, 'who happens to be a retired Government servant of the Government of Madras drawing a pension of over Rs. 50' and who is a favourite of the Diwan. In conclusion, they pray that the Government may be pleased 'to undo the gross injustice of outsiders being appointed to the posts in the estate,' 'while the rate-payers are left without any means of livelihood.'

**Memorandum by Mr. Boona Chengayya and other ryots of Sri Tirumalai-Tirupati Devasthanam, Chittoor district.**

Expressing gratification at the appointment of the Zamindari Enquiry Committee, the petitioners pray that the committee's report may be expedited and the necessary legislation passed at the ensuing session of the legislature. They protest against the rates of rent in their estate as being 'unbearable' and 'unparalleled' and demand that remission at As. 4 in the rupee may be granted this year instead of As. 2 in the rupee which, they understand, has been actually sanctioned, 'as the Devasthanam Committee have for some years been granting them a remission of As. 4 in the rupee and as in the case of even Government lands where the rates are only about one-fifth or one-sixth of the zamindari rates, the Government have resolved to grant remission at As. 4 in the rupee.'

**Memorial by Mr. Kampalle Bodappa Nayudu and other ryots of Chettinadu estate, Chittoor district.**

The petitioners submit that the rates of rent in force in their estate are several times higher than the rates prevailing in the adjoining Government ryotwari villages and are, therefore, unfair. They request that survey and settlement as in Government villages may be effected, that fair rents may be permanently fixed, that the ryots may be entitled to all the common rights needed for them without any obstruction from the proprietor, that statutory provision may be made for the grant of remission to meet seasonal conditions, and that the Government may be pleased to effect repairs to irrigation works themselves or through panchayats of ryots and recover the cost thereof from the proprietor. They further request that recruitment to, and control over, all the estate services may vest in authorities like the Collector, that suitable statutory provision may be made to protect the poor ryot against the will and pleasure of the proprietor in the matter of old decrees, etc., that all village mamools, levies, etc., charged on manure and fodder crops and unfair cesses may be abolished, and that the proprietor alone may be made to bear the entire cost of survey and settlement.

**Memorandum by Mr. Y. Chengayya and other 'Payachattu' ryots (under-tenants) of Chettinad estate, Karvetinagar zamindari, Chittoor district.**

Congratulating the Congress Government on the endeavours which they have been making for the amelioration of zamindari ryots, the petitioners represent that while their neighbouring ryots of Tirumalai-Tirupati Devasthanam have been enjoying remission at As. 4 in the rupee, they have had no such benefit and that their agitation in this respect has been a cry in the wilderness. They further state that they are being subjected to coercive processes and involved in litigation by the proprietor in the matter of collecting rent from them. Complaining that repairs to irrigation works have been grossly neglected and that contrary to the decisions of the High Court, abnormal water-rates as usual are being charged on paddy irrigated under private wells constructed after the commencement of the Estates Land Act, in the case of certain ryots 'to whom the said privilege of High Court decisions should have been extended,' the petitioners submit that a well-known temple of Siva and another of Vishnu in the headquarters village of Karvetinagaram, which had been endowed with inam villages by the previous proprietors, have been in a very neglected condition for many years past and pray that the Government may be pleased to enquire into these matters.

**Memorandum by Mr. Pochineni Subbanayudu and other ryots of Pennalapadu village,  
Kalahasti taluk, Chittoor district.**

The petitioners represent that their village belongs to Raja Panuganti Venkataramarayanam Garu, that formerly an annual rent of Rs. 472 was collected besides six candies of grain ear-marked for repairs to tanks and other village amenities. They allege that for the past 20 years, during the present Raja's regime, they have been subjected to severe hardships consequent on the enhancement of the rent to Rs. 1,500. They further state that being innocent and illiterate ryots they have been made to attest their signatures to documents by which they are bound to pay abnormal rents, whether or not the fields yield any produce, and that rents together with interest and expenses are being coercively collected. They complain that repairs to tanks have been altogether neglected as a result of which, they have been reduced to abject poverty, and that they have no lands to graze their cattle in, and pray that their grievances may be redressed.

**Memorandum by Mr. Saruppur Ellappa Nayudu and other ryots of Kammakottur,  
Akkurti estate, Kalahasti division, Chittoor district.**

The petitioners submit that their village belonged to the Kalahasti Estate until fasli 1326 when it was purchased by the Venkatagiri Maharaja's brother, that the village which was till then paying *koru* was surveyed in fasli 1335 and pattas were granted to them charging taram-rates ranging from Rs. 11 to Rs. 7-8-0 for wet lands and Rs. 12-6-0 for mango topes and Rs. 6 per acre for dry lands and that when they were unable to pay even the old rates, the new rates were collected from them by the proprietor who turned a deaf ear to their representations to reduce the rents. They add that they managed to pay these enhanced rents as the prices of grain were high, that the proprietor has subjected some of those who were even then unable to pay the rents, to trouble by filing suits against them, that when they requested the proprietor to reduce their rents, he began to harass them by obtaining decrees against them and attaching their properties. They complain that there is no waste land in the village for grazing purposes, that they are charged Rs. 12 as grazing fees for grazing their cattle in their wet lands, that they have to obtain fuel, green manure, etc., from the forests of other villages on payment of fee, as there is no forest attached to their village and that while they were giving 20 putties of grain and Rs. 100 to the Kalahasti Estate, a sum of Rs. 1,900 is being collected from them now. They pray that these high rents may be reduced.

**Memorandum by Mr. Thirumanyam Yenadi Reddi and others, ryots of Obulapalem,  
Kalahasti division, Chittoor district.**

The petitioners submit that their village which was paying *koru* belonged to the Kalahasti Estate till twenty years back when it was purchased by the Zamindar of Venkatagiri who did away with the system of *koru*, and granted pattas charging rates ranging from Rs. 11 to Rs. 6 and thus increased the beriz of the village from Rs. 1,000 to Rs. 2,300, that their ignorant predecessors were forced to accept these pattas, that they are similarly charged high rates for crops raised with water from private wells, that remission is not granted either when crops are not raised or when crops fail due to lack of water in the tank, that they are not allowed to obtain green manure even on payment of a fee and that they are denied the right of obtaining fuel from the forest free of cost, 'which they had enjoyed from time immemorial.' They complain that they are compelled to take on lease and pay Rs. 122 for the pasture-land for which they had previously been paying Rs. 40 and that when they represented their grievances to the Estate officials, the latter reduced them to utter penury by obtaining decrees against them for arrears of rent and attaching their properties. They pray that they may be saved from 'the clutches of the Venkatagiri Maharaja.'

**Memorandum by Mr. Vayyala Rami Reddi and other zamin ryots, Akkurthi,  
Kalahasti division, Chittoor district.**

The petitioners submit that their village which belonged to the Kalahasti Estate was purchased twenty years ago by the Zamindar of Venkatagiri, who in spite of their protests increased the taram-rates with the result that the present taram-rates range from Rs. 15 to Rs. 6, that the village was surveyed in fasli 1336 and the enhanced taram-rates were charged for the excess extent found as a result of such survey, the beriz of the village rising from Rs. 5,719-10-4 to Rs. 6,835-7-11 and that a sum of Rs. 68 per acre is charged as *tirvajasti* for gardens of betel-leaves and other crops. They add that though some managed to pay to some extent these high rents till six years before now owing to the high prices of grain then prevailing, some others found it difficult even then to pay them, that the proprietor harassed such defaulters by instituting suits and attaching their properties

and that all of them are unable to pay these rents now owing to the abnormal fall in the prices of grain and seasonal adversities. They complain that there is no waste land for grazing their cattle, that a grazing fee of Rs. 40 is being unjustly levied on them for grazing cattle in their own wet lands and that as there is no forest attached to the village, they have to obtain fuel, etc., from other places on payment of a fee. They pray that the rents now collected may be reduced and the tirvajasti and grazing fees removed.

**Memorandum by Mr. Nattam Gangi Reddi and other ryots of Gnanahakhandrika alias Kothakhandriga, Kalahasti division, Chittoor district.**

The petitioners submit that their ancestors cleared the land and made it cultivable, that they have been cultivating the dry lands with water from wells constructed by themselves and that though the yield from these lands is not sufficient to cover the cultivation expenses and the rent due to the proprietor, the latter has been levying cropwar rates. They complain that the mauavari wet lands in which horsegram, paddy and other crops are raised with rain-water are charged rents higher than those which are charged for similar lands in the adjoining villages, such rents being collected whether or not there is any yield, that there is no waste land for the use of their cattle, that they have no facilities to obtain fuel or wood for agricultural purposes, that though there are nearly 100 houses in the village, they have no road to go to and come back from the town with the result that all of them, adults and children alike, have to go in knee-deep mire during the rainy season and that their children are spoiled by being idle as there is no school in the village. They pray that their abovesaid grievances may be redressed.

**Memorandum by Mr. Chinnasegatalu Sidda Reddi, Venkatareddigaripalle, Nadigedda village Punganur taluk, Chittoor district.**

The petitioner describe how owing to his refusal to help Varanasi Raghunadha Reddi, etc., at a recent election, Raghunadha Reddi and others have been harassing him making it too hot for him to get on in the village. He says that they got his crops mown down, that he has petitioned the District Collector and the District Superintendent of Police in vain, that everybody in the village is afraid of incurring Raghunadha Reddi's displeasure, and that, listening to the advice tendered by Raghunadha Reddi, etc., the zamindar of Punganur has been saying that he has granted the petitioner's lands on patta to others, they being claimed to be 'private holdings.' He prays that his grievances be redressed and his life saved from utter ruin at the hands of the said Raghunadha Reddi, by immediate investigation.

**Memorandum by Mr. P. Govindaswami and other ryots, Punyam village (now belonging to Chettinad estate) and situated in Karvetinagar estate, Pallipat taluk, Chittoor district.**

The petitioners submit that their village has been endowed for the maintenance of the temple of Venugopalaswami, that the village came two years ago into the possession of the Raja of Chettinad, that the new proprietor has not repaired tanks, that remission to the extent of 25 per cent of the rent used to be given by the Endowment Committee (Hindu Religious Endowments Board?) and by the previous proprietor, that under the new regime no remission is granted even in the case of shavi, etc., and that the estate authorities have been filing rent suits, etc., against them and harassing them for the reason that they had voted for the Congress at the general election. They pray that their grievances be enquired into, and the estate authorities made to deal with them as adjoining estates deal with their ryots.

*Answers.*

I. (a) The ryot.

(b) According to custom in this country and according to the decisions of High Courts, proprietorship of land vests in the ryot. The zamindar is only an agent of the Government and has to collect the Government's share of the produce.

II. (a) Fair and equitable rent is that which is determined on the basis of the nature of the land and the condition of the ryot.

(b) The principles governing the ryotwari system at present are not all right. The rates of rent autocratically fixed in zamindaris should be revised. All changes that may be made in ryotwari villages in future should be made in zamindaris also.

(c) Yes; as in the case of ryotwari lands.

(d) Besides enunciating principles and making a legislative enactment, as described above Government should revise the rates in all the zamins once for all.

(e) Yes

III. (a) & (b) The power to attach has been often abused. Attachment of movables must go. In the case of attachment of immovables, the minimum extent of land necessary for the ryot's livelihood (that must be determined) and his house should be exempted from attachment.

(c) The power of collecting rents in zamins should be transferred to panchayats.

IV. (a) At the beginning, the right was an inherent one and wet cultivation implied it. Subsequently, it became contractual also by reason of the stipulations entered into by the zamindar in that behalf.

(b) The zamindar has no superior rights.

V. (a) Yes.

(b) The zamindar and the Government should bear the cost in view of the present condition of the ryot.

VI. No. The zamindar should not collect any levies other than rent. He should have no right also to do so, i.e., illegal customs should not be valid. Levies are made illegally in several zamins.

VII. (a) The ryot's right to graze cattle, and gather manure and wood, free of cost for agricultural purposes, is a time-honoured right.

(b) Neither the ryot nor the zamindar should encroach on communal lands. The people of the village, the ryots and the zamindar should jointly have power to enforce enjoyment of the lands for exclusively communal purposes.

VIII. (a), (b) & (c) The Government should chalk out a five-year plan for the inspection and repair of tanks in zamindaris and recover the cost of repair from the zamindars concerned. Water-sources should be kept under the control of irrigation panchayats consisting of ryots' representatives. The Government should also take over such water-sources as admit of further improvement and improve them on the condition of supplying water to the usual ayacut of zamindars.

IX. Annual jamabandi is essential.

X. The same legal status that exists in ryotwari villages.

XI. (a) As long as the administration of Government continues to be responsible to the people, the Revenue Board should be the final appellate and revisional authority.

(b) Circuit courts composed of judges not below the rank and capability of a district munsif should visit villages and settle all disputes arising between ryots and zamindars. The State should terminate the zamindari system and purchase all zamin lands.

#### *Miscellaneous points.*

1. The ryot should be vested with the right over all trees standing on his lands, whether prior or subsequent to the advent of the Estates Land Act. All agreements entered into so far in this respect should be void.

2. Ryotwari kistbandi should be introduced in zamindari areas also.

3. The process of patta-transfer should be made simpler and more expeditious. If the zamindar fails to record transfer of patta on being given notice thereof, a suit filed by him for rent in respect of the land affected by the transfer should not be entertained and his right of attachment also with regard to the land should go.

4. The zamindar should place a portion of his revenue in the hands of village panchayats for the improvement of villages.

5. The Government should recognize ryots' associations as 'agents' of ryots.

6. Provision should be made by statute for representatives of ryots' associations to be associated in the administration of the zamindari.

#### **Memorandum by Mr. G. Nagayya, Punganur, Chittoor district.**

Expressing at the outset his 'gratification' at the opportunity he now has to place at the disposal of Government his personal knowledge of the grievances of ryots of the various localities in his taluk, which he has gained as a dictator of his district congress bodies during the Civil Disobedience movement in 1931, following the resignation of his office and later on as the taluk organizer appointed by the District Congress Committee, the petitioner submits that the Zamindar of Punganur has left the administration absolutely in the hands of his Diwan and officials, that with selfish motives, the officials of the estate have been fomenting unrest in the estate by promoting dissensions between the zamindar and the tenants and that the zamindari officials are opposed to the policy of the Congress Ministry in respect of helping the ryot. He urges that the ryots of the zamindari should be protected from the abovesaid 'reactionary' elements. Observing that the ryots are not allowed to represent their grievances directly or indirectly to the zamindar, the petitioner

says that the officials influence rich ryots and money-lenders and make them unjustly encroach on the lands of poor ryots and create other trouble to them. Furthermore, he submits that the officials have been promoting hostility between the village officers and the ryots and jealousies between Ryots' Associations and Congress Committees, and that the ryots have no complaint against the zamindar, who is 'an excellent gentleman.' Saying that the troubles described are special grievances over and above the usual hardships caused by the Estates Land Act, he prays that the ryots' grievances may be enquired into and redressed.

**Address to the Hon'ble the Revenue Minister by the inhabitants of Chembukar and Ramasamudram.**

The address states that even water for drinking is not available in the two villages, and prays that Government may sink wells at various places. It says that the tanks in the zamindari have not been repaired for years and that consequently, the ryots have been seriously suffering, and expresses the hope that the Estates Land Act Enquiry Committee would devise suitable means in this behalf and that the Hon'ble Mr. Prakasam would enable their proposals to be put on the statute book. Finally, the address commends the 'scheme of village autonomy' propounded by the Hon'ble Minister and hopes that the Government will give effect to the scheme at their earliest convenience.

**Memorandum by Mr. K. Doraiswami Ayyangar and other ryots of Veerakavarajapuram, Shrotriyam, Tiruttani taluk, Chittoor district.**

The petitioners submit that their shrotriyam has no tank, that a tank seems to have existed a hundred years ago, that they are involved in debt and that they are not able to pay the assessment. They pray that just at the site where originally a tank had stood, another tank may be constructed and their shrotriyam may be retained as 'an independent village and shrotriyam without being merged in other villages.'

**Memorandum by the ryots of Punganur zamindari, Punganur, Chittoor district.**

The petitioners submit that remission which used to be granted in the past was discontinued thirty years ago, and full rent has been collected for these thirty years, though lands have been fallow, that the arrangements in respect of remission prevailing in ryotwari villages should be introduced in zamin villages too, that private lands are not generally should be granted to all, patta-transfers being made whenever such transfers are necessary, that village officers should be deprived of their hereditary right to office, that the water-sources are in disrepair, that even if they raise dry crops the rates applicable to wet lands granted on pattas, that if at all they are granted, they are so granted as to suit the convenience of the well-to-do, that such lands should be reserved for grazing cattle and that pattas are collected from them, that if they raise wet crops with water from the ponds constructed by themselves, fashjasti and tirvajasti are collected, that owing to the absence of grazing fee in the past, they had acquired goats and sheep to procure manure for their lands with their help, that a fee of 2 to 5 annas per goat or sheep has been charged for twenty years past in poor villages letting off rich ones, that if they fail to pay the money, they are dragged to court, that they are consequently forced to sell away their goats and sheep, and that on that account they have not been able to procure manure for their lands. They urge that provision should be made for the discontinuance of this levy. Representing that they used to get wood, bamboo, etc., for their agricultural requirements from forests free of cost, the petitioners allege that a substantial fee is collected from them for the same now and ask for the abolition of this fee. They pray that the benefit of the remission of 75 lakhs announced by the Government may be extended to zamin ryots and that their grievances be redressed.

**Memorandum by the Members of the Congress Ryots' Association, Kuppamvadur and Parama jaghir, Karvetinagar estate, Chittoor district.**

The memorial which is not signed represents that the ryots have been put to untold suffering for the past thirty years. that the zamindar who is bound to provide the necessary comforts to the ryots and take a reasonable share of the produce from them to meet the expenses of construction of irrigation sources and of repairs thereto and also of other improvements to the land has forgotten his duties to the ryot and has been content merely with collecting the rent from him, that cash-rents which were fixed at a time when the prices of grain were high continue to be collected as per agreements entered into in those days, that for many years no remission has been granted

to them even when their crops have failed for want of rains or as a result of pests, etc., and that the ryots unable to pay these high rents have lost even their lands, the few still in possession of them not being likely to retain them for long under the existing conditions. It contains a prayer to the effect that the ryots' representation may be carefully considered and justice done to them.

**Memorandum by Mr. Chokkareddigari Krishna Reddi and others of Nadaraluru, Rayalacheruvu Payacut, Puttur division, Chittoor district.**

The petitioners submit that their village is under the administration of the Tirumalai, Tirupati, etc., devasthanams, that it enjoys lesser facilities than other villages under the same administration in the matter of rents, irrigation sources and green manure, that though there is a Ryot Advisory Board, it is only the influential ryot and not the poor ryot that gets the benefit of reduction in rent and remission, and that though the devasthanam authorities assure them that they would reduce their rents and afford them facilities, they are troubling the ryots in the matter of collection of rents at an enormous expense to the devasthanam, that the present administration has not improved their condition any more than the previous zamindars or the mahant and that though the present authorities say that they have reduced the rents by converting the rents in kind into cash-rents, they have been collecting three times the rates prevailing in Government areas. They complain that though such high rents are collected, their villages are not provided with good roads, lights, schools, dispensaries and such other amenities either by the district board or the Government. They pray that the Tirupati Devasthanam Act may be amended in such a manner as to enable the Government to take over the villages now under the devasthanam into their own hands and charge rents for their lands on the basis of rates prevailing in Government villages.

**Memorandum by Mr. Dudala Chenga Reddi and others, ryots of Mallavaram, Kumarapalle and Gutturinpalle villages of Karkambadu estate, Chandragiri taluk, Chittoor district.**

The petitioners submit that they were paying rents in kind 35 years back, that cash-rents were fixed in fasli 1312 by dividing the land into four classes, that in fasli 1319, the rent was increased by one rupee per *cawne* and that in fasli 1328 the proprietor had the villages surveyed privately by his own officials without obtaining the permission of the Collector and without consulting them and further increased the rents, that he has been collecting in addition to the rents, tank *mera* (cess) at two annas in the rupee and also road-cess and that due to the absence of timely rains, want of irrigation facilities and the low prices of grain, they are unable to pay these rents with the result that the proprietor has been filing suits against them and reducing them to poverty. They complain that the proprietor does not care to effect repairs to and improve the irrigation sources in spite of many representations, that even when he sanctions 'a few rupees' for the purpose, the amount is misappropriated by his servants, that they are unable to pay the high rents, that the servants of the proprietor take away the produce from the threshing floor itself in lieu of the rents due to him leaving nothing to them, that as seven marakkals of grain per *cawne* are charged for their lands in Tummalagunta Agraharam and as they are unable to pay this, their produce from other lands is attached and they are thus put to immense trouble. They pray that the private survey made by the proprietor may be cancelled, that steps may be taken to have the tanks and sluices repaired and other improvements to the water-sources effected, that fees to the karnam, maniam, talaiyari and vetti which are now collected from them may be cancelled, that they may be charged rates as Government villages, that *tirwajasti* and *fasljasti* now charged may be stopped, that they may be permitted to take fuel, wood and green manure from the forests of Krishnapurampalem, that cash-rents may be collected for *koru* lands in Tummalagunta Agraharam and that rent may be collected in February instead of in December.

**Memorandum by Mr. Subba Reddi and others, Guttivaripalle, attached to Krishnapurampalem estate, Chandragiri taluk, Chittoor district.**

The petitioners submit that their village which belonged to Krishnapuram Polegar was purchased by the Proprietor of Karkambadu Estate, who had their lands privately surveyed and increased the rents, that the present proprietor is collecting 11 pies in the rupee as land-cess while 6 pies was charged previously, that as there is only one tank in common for three villages, their crops suffer badly for want of sufficient water-supply, that improvements to irrigation sources are not effected by the proprietor in spite of several representations from them, that they are prevented from obtaining free of cost fuel, wood and green manure from the forest of Krishnapurampalem, which right

they had been enjoying for a long time, as the proprietor has made it a reserve and has been leasing it out, that no reduction is made in the rent, in view of the present economic condition as has been done even in the case of the reasonable rates levied by Government in the ryotwari villages, and that the proprietor refuses to listen to their representations to reduce the high rents charged by him contrary to the provisions of the Estates Land Act. They pray that the high rents now charged may be reduced, their irrigation facilities improved, and the local natural resources be utilized by them free of cost.

**Memorandum by Mr. T. Muni Reddi and other ryots, Isakathagala village, Karkambadi, Krishnapuram Poleyam estate, Kalahasti taluk, Chittoor district.**

The petitioners submit that their lands and *koru* lands, that their crops are harvested in the presence of the estate officials and stacked in the threshing floor, that the estate officials do not afterwards come for four or five months with the result that the harvested crops have to remain on the threshing floor, all the time, that much loss is caused to them by allowing the crops to remain like that without being threshed, that the estate officials take 2 *thumus* of grain for every *putti* and of the remaining 18 *thumus*, 9 are taken as the share of the proprietor while they have to give 1 *thumu* as *medipalu* and also road-cess out of their share of 9 *thumus*. They complain that during the time the harvest is kept in the threshing floor, much loss is sustained through thieves and animals, and that very little is left to them after giving the proprietor his share and paying road-cess, etc. They complain that the tank and the supply channels in the village are in disrepair, that they are afraid of allowing the tank in its present condition to be full as the tank is situated just above the village, that there is therefore no adequate supply of water to the lands and that as there is no forest or pasture land in the village, they are put to much trouble. They pray that necessary repairs may be effected to the tank and supply channels and cash-rents determined for their lands on the basis of rates prevailing in Government villages.

**Memorandum by Mr. K. Ramaswami Reddi and other ryots of Guruvarampalle, Karakambadipalem, Chandragiri taluk, Chittoor district.**

The petitioners submit that their villages were originally *koru* villages, that about twenty years ago, cash-rents were introduced, that since then they have been paying these rents together with a fee of two annas in the rupee, and that owing to these high rates of rent, failure of crops, lack of repairs to irrigation sources and the rigour with which arrears of rent are collected by the proprietor, they have been reduced to utter penury. They pray that the Government may be pleased to effect repairs to their tank and the supply channels and reduce the rents on their lands.

**Memorandum by Mr. Sripuram Muniswami Chetti and others, ryots of Penumallam, Tirupanamedu, Ravillavari Kandriga, etc., villages, belonging to Panuganti Parthasarathi Rayanamgar.**

The petitioners submit that their village is enjoyed in halves by two proprietors, that high rates of (cash) rents and grain-rents, under-leases, are collected from them, that these rates of rents and leases are unreasonable, that supply and irrigation channels have been in a state of disrepair for 25 years, that their tank got breached five years ago and has not since been repaired, that though crops fail for want of water, rent is collected from them, that the lands have not been properly surveyed, that lands which measure actually 26 guntas are estimated at 32 guntas and rent is collected as per this estimated extent, that a proper survey should be conducted, that waste lands and pasture lands which they had been using for grazing their cattle have been leased out for cultivation, that such lands should be released and that even in the case of *shavi*, remission is not granted. They urge that arrangements should be made for grant of remission, that fees other than rent which are now being levied should be cancelled, that as they are not allowed to gather green manure and wood for agricultural implements in the forest that stands four or five miles away from their village, facilities should be created in this respect and that *jamabandi* should be conducted in zamindari villages annually. The petitioners further state that though *jodi* for their village is only Rs. 240, the revenue amounts to Rs. 2,000, that this is due to the high-rates of rent and the leases now in force, that *shavi* occurs every year, the *fasljasti* is charged whenever a second crop is raised, that water is not supplied properly and that they are harassed on the plea that they have no right even over their houses in the village.



**Memorandum by Mr. K. Venkatasubba Nayudu and another ryot of Chengareddipalle, etc., hamlets of Karakambadu.**

The petitioners submit (1) that the proprietor collects rent in excess of the specified rate, (2) that he collects also tirwajasti and fasiljasti, (3) that over and above the extent of wet land as per paimash, the proprietor leases out even B-class lands for wet-cultivation and collects rent, the lands entitled to water being deprived thereby of sufficient supply of water and rents having to be paid as per terms of their tenure irrespective of the condition of their crops, (4) that he supplies water from the tank to dry lands and collects water-rate, (5) that supply-channels have been in a state of disrepair, petitions and personal representation to the proprietor being of no avail and (6) that the proprietor has cancelled their right to the utilization of the forest free of cost—a right which was granted by his ancestors. They pray that their grievances may be enquired into and redressed.

**Memorandum by Mr. Yelamarti Subbannachariu and others, ryots of Vadmala firka, Karvetinagar estate, Chittoor district.**

The petitioners submit that they are charged for their lands rates as high as Rs. 16 for dry and Rs. 60 and sometimes Rs. 90 per acre for wet lands, and that unable to pay such high-rents, they had to sell their lands, houses, cattle, etc. They hope that under the Congress rule, their troubles would be removed and their rents fixed on the basis of rates prevailing in the adjoining Government villages.

**Memorandum by the Zamin ryots of Rayacheruvu firka, Narayanavanam taluk, Tirupati Devasthanam, Chittoor district.**

The petitioners submit that their villages which originally belonged to the Karvetinagar estate are at present owned by the Tirupati Devasthanam, that the proprietor has been entirely neglecting the water-sources, that their villages have not been surveyed, that rents are collected in a high-handed way by holding out threats of attaching the properties of ryots and by taking execution proceedings against them, that maniyagars and karnams are removed from service at the will and pleasure of the Tahsildar, that karnams are not given *meras* by the proprietor and that remissions are not granted according to seasonal conditions but at the pleasure of the proprietor. They pray that their lands may be surveyed and rents determined at the rates prevailing in Government villages, that the irrigation sources may be repaired and the cost recovered from the zamindar, that the ryot be given the right to the use of local natural facilities free of cost, that statutory provision for remission may be made, that attachment of movables should go, and even in the case of immovable property, the minimum land necessary for the maintenance of the ryot and a house for him to live in should be exempted from attachment, and that the power of collection of rent should be vested in the village panchayat. They further pray that itinerant courts presided over by officers not below the rank of a District Munsif may decide disputes between the landlord and the tenant in the village itself, that the zamindari system may be abolished and zamindaris taken over by the Government upon paying the zamindar concerned compensation, that as the zamindars and money-lenders have been bringing pressure to bear upon ryots as a result of the introduction and subsequent suspension of the Moratorium Bill, the said legislation may be brought into force, that as ryots will not be able to raise loans after the Bill comes into force, provision may be made for the grant of loans by the Government at a low rate of interest, and that the Government themselves may discharge their debts and recover the sums advanced for the purpose, in easy instalments from them.

**Memorandum by Mr. Sambol Narayanadas and Bandaran Pedda Munuswami, ryots of No. 149-A and B villages of Narayanavanam taluk, Chittoor district.**

The petitioners submit that the rents charged for wet, dry and manavari lands are very high, that the produce from those lands is not sufficient even to meet the cultivation expenses, and that they have, therefore, to borrow money mortgaging their lands and houses in order to pay these high-rents. They complain that the proprietor files suits for arrears of rent and otherwise harasses those who are unable to pay the abovementioned rents, and pray that the rents for their lands may be fixed at the rates prevailing in Government villages.

**Memorandum by Mr. G. Rami Reddi and others of Chennampalle, Kalahasti division, Chittoor district.**

The petitioners submit that there are no irrigation facilities for the village, that they depend upon rains and private wells, that the inamdars take no interest in the matter, that the rents for these lands are high and that the inamdars file suits for arrears of rent and attach their movable properties. They further state that previously the inamdars



used to meet the cost of baling water, that pattas were not being granted to them for nearly thirty years, that for the last four years, the inamdars have been granting them pattas with 17 columns and with several conditions, that they have enclosed specimen pattas granted 30 years back and those which are granted now, and that though they object to the conditions set forth in the pattas recently granted, they are too poor to resort to courts for justice. They pray that Government rates may be fixed for their lands, that agreements entered into and relinquishments made by their predecessors may be cancelled, that pasture lands, roads and water facilities, etc., may be provided to them, that the Estates Land Act may be amended, that irrigation sources may be placed under the control of the Government who should effect repairs thereto, that provision may be made for remission and that ryots may be permitted to obtain fuel, etc., from the forest, free of cost.

**Memorandum by Mr. Muthu Marappa Reddi, etc., ryots of Agooru village, Karvetinagar estate, Tiruttani taluk, Chittoor district.**

The petitioners submit that both cash and grain rents prevail in their village, that the rates are high, that the tank and the irrigation channels are in a state of utter disrepair and that they find it very hard to pay the rent 'which amounts to Rs. 80 per *cawni*.' They pray that the tank, the channels, etc., be repaired, and that the grain-rent be changed into cash-rent and a fair rate fixed.

**Memorandum by the ryots of Tirumalai-Tirupati Devasthanam estate, Tiruttani taluk, Chittoor district.**

Commending the appointment of the Joint Select Committee to enquire into the working of the Estates Land Act and urging that the Committee should submit their report to the Government early and that the Government should introduce legislation in accordance with the recommendations of the Committee in the next session of the legislature, the petitioners submit that the rates of rent in their estate are the highest in all estates, that having recognized that fact, the Devasthanam Committee have been giving a remission of (?) annas in the rupee and that they hear that for the current year the remission is to be reduced to annas (?) in the rupee. Questioning the propriety of reducing the rate of remission 'especially in an estate wherein rates are five or six times greater than Government rates,' they pray that the matter be enquired into and steps taken to bring the injustice of the proposal to the notice of the estate authorities and to see that the 'usual' remission continues to be granted.

**Memorandum by Mr. G. Rama Reddi, on behalf of all the ryots of Pennagaddam, Kottakaiva and Chennampalle villages, Kalahasti, Chittoor district.**

The petitioners submit that they are inam ryots, that they had been cultivating the land even before it was granted as an inam, that what was granted as inam was not the land but rent, that the jodi, the peishkash, etc., paid by the proprietors, inamdars, or zamindars who are owners of the land are low, while the rent collected by them is ten times that amount, that proprietors lease out pasture lands, etc., for cultivation and make much money, that in the case of lands irrigated from water-sources created by themselves, a uniform dry rate should be charged, lands irrigated from the water-sources of the proprietors being charged only at the Government rates, that statutory provision should be made for remission, that the method of demand under the Estates Land Act should be amended and collection of rent entrusted solely to the monegar who should collect it in three instalments for the year, and that arrears of rent should be collected and paid to the proprietors by village panchayats, that the proprietors should maintain and repair water-sources and that ryots should do kudimaramat, that the land should be surveyed, the cost thereof being met by the proprietor, that the proprietor should not demand and levies other than the fixed rent from the land, that facilities should be provided to them in respect of the use of paths, pasture land, etc., and of forests for the purpose of gathering wood for agricultural purposes, without permits, that the Government should maintain control over water-sources, effect repairs on application by the ryot and recover the cost of repairs from the landholder and that jamabandi should be conducted every year in landholders' villages just as it is done in Government villages. They pray that their grievances may be redressed.

Petition No. 173 from Akkunalle Yeddavva and others of Gnanamambanuram alias Gnanammakhandriya, Kalahasti Division, Chittoor district, is substantially the same as petition No. 172 dealt with above.

**Memorandum by Mr. D. Raghava Reddi, President, Kalahasti taluk, Zamin Ryots' Association and two others, Kalahasti, Chittoor district.**

The petitioners submit that the villages in the taluk originally belonged to the Kalahasti Estate, that now each village has a separate proprietor, that rents have not been fixed on any definite principle, that the rents in kind were changed into cash-rents when prices of grain were high and they now range from Rs. 15 to Rs. 25 and that remission is not granted even when the crops fail. They request that the villages may be surveyed and settled and the rents reduced at least to the level of the rates in Government villages, that statutory provision may be made for remission, that village administration may be carried on on 'modern lines' as otherwise, rural reconstruction is not possible, that *koru* should be replaced by cash-rents, that rents should be determined on the nature of the soil as cropwar rents impede the progress of the ryot and that collection of rent should be in four monthly instalments from February as in Government villages. They add that levies such as karnam, monegar, vetti, etc., fees made in excess of the rent proper should be abolished, that control over water-sources should be taken over by the Government who should effect repairs to them and recover the cost thereof from the zamindar, that irrigation funds should be started by collecting one-fourth of the rent due to the zamindar and repairs to irrigation-sources effected systematically, that the power to attach movables which is now vested in zamindars should be withdrawn 'as it is abused by them,' that a minimum land for the maintenance of the ryot and a house for him to live in should be exempt from attachment and that a uniform rate of half the first-crop rate should be charged for second crops raised in wet, dry, and garden lands 'as the full first-crop rate or three-fourths of it is being charged in some places.' They further state that the zamindars are compelling the ryots to pay fees for utilization of local natural facilities 'which they had hitherto enjoyed free of cost' and request that that right may be restored to them by abolishing these fees wherever they may be found to exist.

**Memorandum by Mr. Geddam Chinna Putna Reddi and others, Chittathur, Kalahasti division, Chittoor district.**

The petitioners submit that though there are two tanks in the village, they have become useless for want of repairs, that if the sluices, etc., are repaired, they could have enough water to raise at least one crop and that Mr. Raghava Varma, the Madras Council Secretary, who is their proprietor and to whom they made several representations in this matter is 'indifferent.' They add that the late proprietor enhanced the rates by six annas in the rupee on account of the high prices of grain and compelled them to pay a nazar of Rs. 10 in addition, that unable to oppose the proprietor they accepted the rents and have been paying the same whether or not there was any yield, and that the present rates in the village range from Rs. 16-3-8 to Rs. 4-8-10, exclusive of As. 4 per acre for hay. Complaining that though they pay Rs. 3,000 in the shape of rent, they have no waste land reserved for the use of their cattle, 'all waste lands having been converted into pasture-lands and grazing fees collected from ryots for the use thereof' and that all requests for reduction of rents have been unheeded, the memorialists pray that they may be charged rents as in Government villages and that grazing, etc., fees for cattle be dispensed with.

**Memorandum by Mr. Bokkasam Anki Setty and others, ryots of Muchivolu attached to Kalavagunta estate, Kalahasti division.**

The petitioners submit that their village which originally belonged to Kalahasti Estate was given as dowry to Bangaramma Garu, wife of Panuganti Seetharamaroyaningar, 45 years ago, that they were paying rent for patta lands at rates varying from Rs. 5-15-9 to Rs. 2-2-7 per cawni for kattubadi land, jodi at Rs. 3 and land-cess at As. 4 per cawni for *manyams* (inams) and *koru* for other lands till fasli 1307 as per pattas then granted to them, that subsequently in 1308, the proprietor filed suits for *koru* for the kattubadi lands, that as they lost their sanads and other records in a fire that occurred in the village, they had to give up contesting in the court and yielded to the proprietor by accepting to give *koru*, that pattas were granted in fasli 1310 to them charging *koru* even for lands held by them on cash-rents, that as they refused to accept them, a summary suit was filed by the proprietor in the Assistant Collector's Court, Ranipet, that the Court decided that cash-rents alone should be charged and that the levies made in excess thereof should be discontinued, that they sustained heavy loss on account of this litigation, as the court allowed them only Rs. 4,000 as costs while they had spent Rs. 25,000, that though the proprietor said that he would charge rates according to the court's decision, he had included the levies disallowed by the Court, that when they refused to take these pattas criminal cases were filed against them on false charges to harass them, that when they filed commutation suits and when high rates were fixed in view of the then prices of grain, they appealed

against those rates to the District Court and that in the meantime the village was transferred to the Venkatagiri Maharaja, whose Dewan ' by luring some ryots in the village ' effected a compromise by which a flat-rate of Rs. 9-8-0 per acre was fixed. They add that the present proprietor had the village surveyed, that as the original extent of 400 acres was found to be 550 acres as a result of the survey, they were charged the abovesaid rate for the difference in extent, that as prices were high, they had some how managed to pay the enhanced rates, that suits were filed by the present proprietor against them for rents of faslis 1323 to 1325 which they had paid to the previous proprietor and which were evidently not entered in the accounts, and they were harrassed by their properties being attached and sold, with the result that many of them had to leave the village for towns. They complain that the tank, its sluices, etc. " have not seen repairs for the last two centuries " and all representations on their part have been in vain, that remission is not granted in the event of failure of crops, that there are not pasture-lands in the village, and that they have no facilities to obtain green manure, fuel, etc. They pray that their debts may be cancelled, their tanks repaired, their lands which were taken from their possession restored to them, rents fixed as in Government villages and forest facilities afforded.

**Memorandum by Mr. Jalagam Subba Nayudu and other ryots of Konnall,  
Kalahasti division, Chittoor district.**

The petitioners submit that for want of repairs for ' many generations,' the tanks in the village are in a bad condition, that their crops dry up for want of water and that high cropwar rates are charged for cultivation with well-water. They complain that though the tank-water does not irrigate their lands, wet-rates at Rs. 16 for the first crop and at Rs. 10 for the second crop are being collected from them and pray that their rents may be reduced and their irrigation sources repaired.

**Memorandum by the Saidapet Ratepayers' Saswata Sangam, dated Saidapet,  
the 11th November 1937.**

1. (i) (a) and (b) We have therefore no doubt that the tenant is the proprietor of the soil, and he is entitled to the kudivaram, and the zamindar, the melvaram only. We are not here referring to the " Private " lands of the zamindar. We think that the definitions of " Ryot " and " Ryoti land " given in the Madras Estates Land Act are correct and equitable.

(ii) (a) and (b) We may state that there should be only two special tribunals for deciding cases under the Estates Land Act—one original and the other appellate, having the powers of ordinary civil courts. We think that the decision of the Appellate Court (three judges may be appointed) should be final. This will give the parties cheap, speedy justice. Honorary retired Judges and Collectors may be appointed wherever honest gentlement can be got for the original court. But for the Appellate Court paid Judges only must be appointed. The Collectors, Board of Revenue and ordinary civil courts should be divested of jurisdiction in cases under this Act, as we know that some of them are touring officers and all of them have very little time to hear them. Tenants find it very difficult to follow touring officers, and delay in civil courts is proverbial. It is the prevailing opinion that justice is not obtained in most cases in the Board of Revenue as it finds very little time for going deeply into those cases. We are therefore strongly of opinion that special tribunals should be created.

2. (a) and (b) We have shown how rents were fixed in the times of Sher Shah and Akbar. That may be our guiding principle. We think rent at a rate not exceeding the rate prevailing for similar lands with similar advantages in the neighbourhood will be equitable. When the tenant has to pay rent according to *waram* it may be calculated according to the market rate. If there is difficulty in settling it, it may be settled by the special tribunals. We think it proper to settle the rate or share of rent once for all, as there are provisions relating to increase or reduction of rent.

(c) and (d) There is statutory provision for " reduction " of rent in certain cases. There must be a provision for " remission " of rent in times of drought. It should be in proportion to the actual yield from the land taking into consideration the inability of the tenant to get the proper yield in spite of his diligence on account of the drought, and any other act of God.

(e) Yes. The Provincial Government may get it done in proper cases by the special appellate tribunal—this tribunal exercising power in this case by executive action.

3. (a) to (c) Powers to recover rent are given in sections 77 to 134 of the Act. We do not think that they require any material modification except in one case, and it is this. The special tribunals may be invested with powers under these sections, so that these matters may be disposed of expeditiously.

9. Yes. It should not be costly. It may be done by an officer of a rank not less than a Deputy Collector with the aid of zamindari officials.

4. (a) and (b) and 8 (a) to (c) It is legal and equitable to hold that ryots have a right to get an irrigation work, in the ayacut of which they own lands, repaired by the zamindar if it is in a state of disrepair. That right is appurtenant to the lands. It is therefore the duty of the zamindar to see that the existing facilities for irrigation are properly maintained. This must be noted in the annual zamabundies. A Judge of the Appellate Special Tribunal may make an inspection once in three years and submit a report in this matter to Government. The Government may *suo moto* or on application of parties take action. If the zamindar does not do his duty, after notice, the Government may get it repaired and recover the cost from the zamindar. The tenant must effect clearance of supply and distribution channels. They must remove the silt from the tank. They may be allowed to remove the mud for making bricks and for their own domestic use. The state of disrepair should be such as to materially prejudice the irrigation of lands. It should not be due to any wrongful acts of the tenants.

The original special tribunal, on an application by not less than 50 per cent of the tenants of that ayacut may, after inspection and taking evidence pass such orders as it thinks fit. We do not think that the zamindar has any superior right in the existing water sources in the estate.

5. (a) The sections relating to survey are 164 to 167. They are complete. We state that all estates should be compulsorily surveyed and a record of rights maintained. It is the absence of this in estates that is the real cause of much trouble. There can be no proper settlement of rent if there is no record of right after survey. The paimash records are not of much real value.

(b) The landlord must undertake the cost of survey. Of course the expenses of planting demarcation stones must be borne by the tenants.

6. Rent is defined by section 3 (11). The case law is full regarding cesses, etc., allowed and disallowed. We do not think we can add anything more on this point. If any question arises on this point, the special tribunals will decide it.

7. (a) and (b) The ryot has the right to graze his cattle for reasonable pasturage fees. He has the right to take from the forest, free of cost, timber sufficient for his agricultural implements and for his building purposes when they are destroyed by act of God, and fuel for domestic use as in ryotwari villages. He may collect green manure from forests and public places. He must take permits from the zamindar in such cases. All this must be noted in the patta and muchilika.

(c) *Public paths*.—All tenants have a right to use them properly. *Communal lands and hills not reserved as forests*.

All the tenants have a right to use them for grazing purposes and for purposes for which they are by custom intended.

*Hills and forest porambokes*.—Prior to the permanent revenue settlement the state was the owner of these. These were included in the sanads granted to the zamindars after the permanent revenue settlement. We think that the tenants can acquire any new rights in them only by agreement with the zamindar.

10. The legal status of under-tenants must arise only by agreement evidenced by patta and muchilika.

12. (a) The words in the question are "Occupation of lands." These lands may include—

(i) Waste lands ("Old waste").

(ii) Ryoti land.

A suit in ejectment from old waste lies only in a revenue court. But in the case of ryoti land such a suit has to be brought only in a civil court. We state that all these suits should be brought only in the special tribunals.

C. V. SAMPATH AYYANGAR,  
*Secretary, Municipal Councillor and Retired Judge.*

**Memorandum by the ryots of the Kachinad division, Tiruvallur taluk, Chingleput district.**

I. (a) The tenant.

(b) In this Presidency when the East India Company was called upon to take charge of the vast extents of territory without any previous experience in revenue administration, the zamindari system was introduced in some places as an experimental measure but fortunately it did not spread over a large area but gave place to other experimental modes of rent collection finally giving place to the ryotwari system. The zamindars came into existence very largely to assist in the collection of rent for the company. The only interest of the landlord in the land is that of a first chargeholder.

The interest of the tenant is that of the owner of the soil subject only to the said charge. On this broad principle and with this inter-relation other statutory and customary rights have grown up very often to the disadvantage of the weaker of the two parties, viz., the tenant.

II. (a) A fair and equitable rent is 10 per cent of the annual gross yield of the land, taking paddy as the standard crop.

(b) (i) The general guiding principle ought to be to leave the land-tax at a rock bottom level, to serve as an effective incentive to unremitting endeavour on the part of the ryot to increase the agricultural output.

(ii) Special crops ought not to be charged special rates because both the labour and the soil are that of the tenant. The annual rent should not vary with the number of crops in the year. In view of the answer to 2 (a) there should be no second crop charges.

(c) Yes. Whenever the yield is less by a moiety or more, due to failure of rains, insect, pest or other natural causes. The remission may be in proportion to the extent of the failure.

(d) The rent should be settled once for all. It should be a certain share in the produce. (Say) one-tenth of the gross yield. The rent should be always payable in money and there should be a decennial fixation by a special tribunal of the money value of such share.

(e) Yes.

III. (a) Yes.

(b) Arrears of rent should be made realizable only by the sale of the holding. The right to proceed against the crops or other movable property of the ryot or the person of the ryot should be taken away. Transfer in full or in fractions by ryots by registered documents should forthwith be recognized by the landlords and all proceedings taken by them for realization of rent without impleading such transferees should be declared void. For the said object the definition of the word "defaulter" in Estates Land Act may be suitably amended.

(c) (i) The moment the tenant falls into arrears he may be deprived of all advantages accruing to him under the subjects covered in questionnaire VII, and this rule may be enforced by village panchayats.

(ii) The present procedure for the sale of holdings contain just the minimum safeguards against fraudulent sales and cannot be varied without increasing the scope for rent collectors to hurry up sales to the detriment of the ryot and often without his knowledge.

(iii) The landlord should be statutorily compelled not to alienate the holdings purchased by him for arrears of rent for a period of three years. At any time within such period he should be bound to assign the holding to the original defaulter on payment of the sale price subsequent costs and interest thereon at 6 per cent.

IV. (a) The tenants have an inherent right to water-supply.

(b) The tenants' right in the water sources in the estate is limited to his bare agricultural needs. The landlords' right in the water sources are residuary though they may be abundant in some cases. His rights are not superior in the sense that he can use them to the disadvantage and to the deprivation of the ryots' needs.

V. (a) Yes.

(b) The zamindar and the Government should share the expenses in moieties as the measure is intended only more to facilitate proper collection of rent in which Government is interested.

VI. None.

VII. (a) Tenants are entitled to use the local natural facilities to the extent of their needs and not wastefully.

(b) The village community as such has an inherent right to use the local natural facilities for its domestic and agricultural purposes free of cost but the conflicting interests of individuals and the scramble and competition among individual tenants to gain individual advantage should be sternly controlled and the use regulated by a strong and impartial village panchayat.

(c) Hill and forest porambokes belong to the landlord and he can use them as he likes. The tenants can only have from them the use of the natural facilities mentioned in VII (a) and (b). The landlord has no more right than the tenant in public paths and communal lands which belong to the community.

VIII. (a) The guiding principle ought to be the responsibility of the State to maintain in proper condition all the irrigation sources and works big or small. The zamindar should be compelled just as they contribute to the education fund and the road fund at least 2 annas in the rupee from the wet ayacut rent.

(b) The Public Works Department should supervise all the irrigation sources and works in zamindari areas and undertake the necessary repair or maintenance of irrigation works. Where the landlords fail to do them after due notice.

(c) Powers should be exercisable *suo motu*

IX. No, if it is intended only to be by estate officials.

X. The legal status of the under-tenant in relation to the pattadar should be determined by the contract between them. In cases where such contract is in writing and registered the zamindar should be bound to give the under-tenant also notice of all proceedings for the recovery of rent.

XI. (a) No. The civil courts are enough for the purpose.

(b) The civil courts.

XII. (a) Wherever the unauthorized occupation is not of communal porambokes or communal lands or public paths, and are not the private land of the landholder, the landholder should have the right only to collect a fair and equitable rent and not to eject the ryot.

(b) No.

III. (c) The village officers in zamin areas should be brought exclusively and completely under the control of the Revenue officials of the Government which will facilitate very greatly the collection of rent.

[Illegible],

for THE RYOTS OF THE KACHINAD DIVISION.

[Same copy has been received from the Cultural Association (Regd.), Tiruvallur.]

#### Memorandum by the Tinnanur Congress Sabha, Tinnanur.

I. (a) The tenant is the proprietor of the soil.

(b) The tenant has a saleable interest in the soil, with undisputed right to alienate it, as and when he feels necessary, whereas the landlord has got interest, only to the extent of the amount of kist due on it.

II. (a) A fair and equitable rent is  $\frac{1}{3}$ th of the net income of the land.

(b) In fixing a fair and equitable rent the consideration that should be taken into account are—

- (i) the nature of the soil.
- (ii) the nature of the adjacent soil.
- (iii) the facilities for water-supply.
- (iv) the cost of cultivation to get a fair yield.

(c) Yes. There should be statutory provision for remission of rent. The main principles that should govern the statutory provisions should be—

- (i) A tribunal has to be appointed.
- (ii) The tribunal should be convinced that there was nothing wanting in the cultivation by the tenant for the loss of the yield.
- (iii) Due to want of rain or excessive rain,

(d) It is advisable to enunciate principles for determination of rent, leaving it to the officer or court concerned to arrive at the figure, as and when a question arises.

(e) Yes. The Provincial Government should have reserve powers to revise, alter or reduce the rents, wherever they are inequitable and unfair.

III. (a) Yes. The powers of collection of rent given to landholders under the Madras Estates Land Act require a drastic revision.

(b) and (c) The system existing now in ryotwari villages may well be adopted.

IV. (a) The rights of tenants to water-supply are inherent as being appurtenant to the land and not a matter of contract between them and the landlord.

(b) No. The landholder has no superior right in the water sources in the estate.

V. (a) All the estates should be surveyed and a record of rights maintained compulsorily.

(b) The survey should be done by the Government at the entire expense of the zamindar.

VI. Zamindars or landholders should not demand any levies, customary or otherwise from the ryots in addition to the rent, except those already recognized by Government in ryotwari villages.

VII. (a) Tenants should have a right to utilize the local natural facilities, such as grazing of cattle, collecting green manure or wood for agricultural implements.

(b) Yes. The tenants have got the inherent right to use the natural facilities, only for the agricultural and domestic purposes free of cost. But such rights should be exercised with the permission of the village panchayat.

(c) The landholder should have no right in public paths, communal lands, and porambokes, but these rights should be vested in the village panchayat.

VIII. (a) The principles to guide the parties or court to arrive at a suitable scheme for the purpose of maintaining irrigation sources or works, are—

(i) The landholder should be made primarily responsible for the maintenance of irrigation sources and works.

(ii) The tenants should have a duty to perform, such as, cleaning of irrigation channels.

(iii) Landholders should see to the cleaning of the feeder channels to water sources.

(iv) The construction of the Kalingals, Sluices, Mathagu (மதகு), etc., wherever necessary should be done by the landholder at his expense.

(b) Yes. The Provincial Government should be vested with powers to undertake the repair or maintenance of irrigation works whenever the landholders fail to take necessary and proper steps.

(c) Such powers should be vested in the Government to be applied *suo motu*.

IX. Yearly jamabandi, as in the case of ryotwari villages, is absolutely necessary.

X. The legal status of the under-tenants in zamindari areas in relation to (1) pattadars and (2) zamindar should be that the under-tenant is responsible to the pattadar to the extent of proper cultivation and yield of the land; and liability for the kist equally devolves on him, as his principal, viz., the pattadar who is primarily responsible to the zamindar.

XI. (a) A special tribunal should be constituted for the purpose of proceedings between landholders and tenants or ryots and the Board of Revenue as well be abolished.

(b) Actions and proceedings between landholders and tenants should be tried by special courts.

XII. (a) The unauthorized occupation of lands should be seriously condemned. The powers should be vested in the zamindar to eject the occupier.

**Memorandum by Mr. Y. Venkatasubbayya (President of the Podavur Village Congress Committee) and 41 others, mirasidars of Shrotriyam Podavur village, Sriperumbudur taluk, Chingleput district.**

[Note.—They have answered only some of the questions contained in the questionnaire.]

II. (a) The assessment is a fair and equitable rent.

(b) Facilities for water-supply, the income derived from land, the fertility of the soil and the rates of assessment in the adjoining ryotwari villages should be taken into account in fixing a fair and equitable rent.

(c) There should be statutory provision for the remission of rent on account of failure of crops and famine. Remission should be proportionate to the loss of produce resulting from drought or excess of water.

V. (a) All the estates should be surveyed and a record of rights should be maintained compulsorily.

(b) The entire cost should be borne by the landholders.

VI. The landholders should not demand or collect from the tenants anything in addition to rent.

VII. (a) The tenants have already the rights to utilize local natural facilities and they may continue to enjoy that right.

(b) The tenants have got an inherent right to use them for domestic and agricultural purposes.

(c) We are of opinion that the tenants and the landholders may have common right with regard to public paths and communal lands.

VIII. (b) Rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation works where the landholders fail to take the necessary steps. If possible, the Provincial Government may undertake permanently the repair and maintenance of irrigation works by collecting a fixed amount for the purpose from the landholders in addition to the peshkash.

(c) Such powers should be exercised by the Government *suo motu*.

IX. Jamabandi is necessary for zamin villages also.

XI. (a) A special tribunal should be constituted. But it should not entail additional expenditure either for the tenants or for the landholders.

(b) Actions between the landholders and the tenants should be tried only in civil courts.

XII. (a) For unauthorized occupation of lands by the ryots, a rent at the rate prevailing in the neighbourhood may be fixed and collected. The landholders may take action through the Provincial Government in respect of encroachment on lands intended for public use.

*Additional suggestions.*

1. The rates of assessment prevailing in the neighbouring ryotwari villages should be adopted generally in respect of zamin and other villages.

2. The cost of distraint, sale, etc., should be reduced so as to make it possible for the ryots to bear it. Further, the landholders should not distraint or auction the holdings the value of which exceeds the arrears of rent due to them.

**Memorandum by Mr. V. Masilamoni Nayak and 14 others, tenants of Shrotriyam Semmancheri village, Chingleput taluk, Chingleput district.**

I. (a) The shrotriyamdar.

(b) The tenant pays rent to the shrotriyamdar in respect of the lands which he holds, and enjoys the benefits thereof.

II. (a) Classification should be made as in the case of Government lands and rent collected accordingly.

(b) Rent should be settled permanently.

(c) Remission should be granted when crops are damaged by drought, heavy floods, etc.

(d) It is advisable to leave it to the court concerned to determine a fair and equitable rent as and when a question arises.

(e) The Provincial Government should have reserve powers to revise or reduce the rents and they should take action through their Revenue Settlement Officers.

III. (a) A simpler method should be adopted.

(b) This should be settled as assessment.

(c) The procedure adopted in Government villages should be followed.

IV. (a) The rights are inherent as being appurtenant to the land and are not a matter of contract.

(b) The landholders have no right in the water sources. These belong to the land. The landholders are responsible for repairing them.

V. (a) All the estates should be surveyed and a record of rights maintained permanently.

(b) The entire cost should be borne by the landholder.

VI. No such levies should be collected.

VII. (a) During the time of the previous landholder the tenants had the facilities for collecting green manure and grazing cattle. But the present shrotriyamdar has withdrawn these facilities. They should be restored.

(b) The tenants have the right to use them for their domestic and agricultural purposes.

(c) Public paths are common to all. A major portion of forest porambokes should be set apart for the tenants.

VIII. (a) Nirgantis should be appointed for the purpose.

(b) Irrigation works should be under the control of the Provincial Government.

(c) The Government should exercise such powers *suo motu*.

IX. Jamabandi as in the case of ryotwari villages is necessary.

X. Under-tenants should have the same status as the pattadar and the zamindar.

XI. (a) A special tribunal should be constituted.

(b) They should be tried in special courts.



XII. (a) Action should be taken as in ryotwari villages.

(b) These should be collected in the same manner in which they are collected by the Government.

The Government should assign to the shrotriyamdars only that portion of the lands which is sufficient for their maintenance and assign the remaining portion to the tenants. They should also reduce the burden of land-tax.

**Memorandum by Mr. M. Nagaraja Sarma, Public Worker, Minjur Post office, Chingleput district.**

The following points are submitted for consideration :—

- (1) The rent in zamindari areas should on no account be in excess of the assessment on the neighbouring Government lands.
- (2) In all the villages governed by the Madras Estates Land Act, the Government should undertake survey, settlement of revenue, repairs to irrigation works and collection of rent and recover the costs from the zamindars.
- (3) The system of cropwar assessment should be discontinued immediately.
- (4) There should be statutory provision for remission of rent for failure of crops in zamindari areas as in ryotwari areas.
- (5) Pasture lands, porambokes and forests, wherever they exist, should be left for public use as determined by the village panchayats and the agriculturists' associations of the respective villages.
- (6) The agriculturists should have the right of taking whatever they want for their domestic and agricultural purposes from the neighbouring forests and porambokes.
- (7) The power of distraining movable properties for arrears of rent should be cancelled and only the concerned land should be distrained and brought to auction after giving notice to the agriculturist by registered post.
- (8) Separate pattas should be granted to agriculturists at the expense of the zamindar according to the original occupation.
- (9) Unless the collection of rent due for a particular year is suspended, the period of limitation for the collection of that rent should be the very same year.
- (10) All arrears of rent due up to date from the ryots to the zamindars should be written off.
- (11) The zamindars should not collect from the ryots any levies other than those expressly provided for in the law. If they do so, the Government should enquire into the matter and inflict punishment.
- (12) No irrigation sources or places intended for public use should be under the control of the zamindars.
- (13) Total remission of rent should be granted in respect of areas affected by floods.
- (14) Courts consisting of the representatives of agriculturists' associations should be constituted for settling disputes arising under the Estates Land Act and the High Court alone should be the revisional authority in respect of the decisions arrived at by such courts.
- (15) All the irrigation works should be under the control of the Government and should be maintained jointly by the Irrigation Department and the agriculturists' associations.

**Memorandum by Mr. T. Dakshinamurti Gramani and eighteen others, pattadars, Shrotriyam TiruvadanaI village, Chingleput taluk, Chingleput district.**

I. (a) The shrotriyamdar.

(b) The tenant pays rent to the shrotriyamdar in respect of the lands which he holds and enjoys the benefits thereof.

II. (a) Classification should be made as in the case of Government lands and rent collected accordingly.

(b) Rent should be settled permanently.

(c) Remission should be granted when crops are damaged by drought, heavy floods, etc.

(d) It is advisable to leave it to the court concerned to determine a fair and equitable rent as and when a question arises.

(e) The Provincial Government should have reserve powers to revise or reduce the rents and they should take action through their Revenue Settlement Officers.

- III. (a) A simpler method should be adopted.  
 (b) This should be settled as assessment.  
 (c) The procedure adopted in Government villages should be followed.
- IV. (a) The rights are inherent as being appurtenant to the land and are not a matter of contract.  
 (b) The landholders have no right in the water-sources. These belong to the land. The landholders are responsible for repairing them.
- V. (a) All the estates should be surveyed and a record of rights maintained permanently.  
 (b) The entire cost should be borne by the landholder.
- VI. No such levies should be collected.
- VII. (a) The tenant should have the right of cutting leaves and grazing cattle.  
 (b) They have every right.  
 (c) The public paths are common to all. Everyone should have the right to take stones for building purposes from hills.
- VIII. (a) Nirgantis should be appointed for the purpose.  
 (b) Irrigation works should be under the control of the Provincial Government.  
 (c) The Government should exercise such powers *suo motu*.
- IX. Jamabandi as in the case of ryotwari villages is necessary.
- X. Under-tenants should have the same status as the patta $\acute{a}$ dar and the zamindar.
- XI. (a) A special tribunal should be constituted.  
 (b) They should be tried in special courts.
- XII. (a) Action should be taken as in ryotwari villages.  
 (b) These should be collected in the same manner in which they are collected by the Government.
- The Government should assign to the shrotriyamdars only that portion of the lands which is sufficient for their maintenance and assign the remaining portion to the tenants. They should also reduce the burden of land-tax.

**Memorandum by Mr. A. K. Venugopal, General Secretary, Chingleput District Landholders' Association, No. 1, South Mada Street, Triplicane, dated 1st December 1937.**

- I. (a) Zamindar.  
 (b) The right of cultivation without ejection so long as he pays without default the rent under II (a).
- II. (a) Twenty-five per cent of the net produce.  
 (b) The fertility of the soil together with improvements effected and the average yield of the land-marketing facilities. The present method of settlement may continue.  
 (c) Yes. On grounds of failure of crops due to extraordinary circumstances as failure of monsoons, heavy floods and similar unforeseen causes.  
 (d) Settlement may be made once for all as principles enunciated, however clear, might lead to disputes and consequent never-ending litigation.  
 (e) Yes.
- III. (a) No.  
 (b) and (c) Does not arise.
- IV. (a) Right of tenant to water-supply inherent as appurtenant to the land.  
 (b) Yes. To the extent to which he has made improvements.
- V. (a) Yes.  
 (b) I would suggest to the Government 1/12; the tenant 4/12; and landholder 7/12 as the Government also is benefited by the survey and the survey is introduced compulsorily by the Government.
- VI. He should not.
- VIII. (a) These rights should be given freely and specified in the statute.  
 (b) Yes.  
 (c) Common to both.

VIII. (a) The tenants should be responsible for the upkeep and maintenance of irrigation sources and annual clearance of silt and minor repairs. It should be obligatory on the part of a landholder to effect major repairs.

(b) Yes. In cases of major repairs only.

(c) Should be applied *suo motu* by Government.

IX. Yes.

X. Under-tenants should have occupancy rights so long as they pay rent to pattadars. They should have nothing to do with zamindars. Pattadars should be responsible to zamindars.

XI. (a) The Board of Revenue should continue to be the final authority as it has the necessary experience which a special tribunal may not have. Moreover there may be co-ordination also in the Board of Revenue.

(b) Revenue courts as that department is best fitted by its experience of the affairs and as the Revenue courts are less costly to both the parties and speedier than civil or special courts.

XII. (a) Penalties may be fixed according to the extent. The zamindars should collect and appropriate these penalties, if necessary through Revenue courts. The zamindars should also have the right of summary ejection of unauthorized occupiers.

(b) No.

A. K. VENUGOPAL.

**Memorandum by the ryots of Natham village, Tiruppattur taluk, North Arcot district, dated 24th November 1937.**

We, the undersigned ryots of Natham village, Natham mitta, Tiruppattur taluk, North Arcot district, do hereby submit our replies to the question issued by the Press Communiqué on 5th October 1937.

I. (a) & (b) In our opinion whatever might have been the legal origin between landlord and the tenant in former times, now, at the present day, the tenant must be deemed to be the owner of the soil so long as he pays the fixed rent to the landlord, namely, the zamindar. The zamindar has got only the right to collect the fixed rent. There cannot be any arbitrary eviction of the ryot by the zamindar and the right of the landlord in case of non-payment of the fixed rent must be deemed to be the corresponding right of the Government in ryotwari villages. The tenants' rights must be made heritable, partible, transferable and permanent.

II. (a) The olden rule of one-sixth of the net income of the land must be considered as equitable and fair rate of rent even at the present day.

(b) In fixing any equitable rent as fair the following grounds may be taken into consideration:—(1) The fertility of the soil, (2) the amount required for purposes of cultivation, ploughing and reaping and harvesting of the crops, (3) the nearness and nature of the water-supply and irrigation sources, (4) the average rainfall of the locality, (5) the nearness or otherwise of the market for selling the crops, (6) the amount of labour and skill spent by the ryot and his family, and (7) the minimum domestic wants of the labourer and his family without running into debts and after giving a fair margin for the above costs, the average mesne profits that might accrue may be ascertained and a gross half average value of the same may be fixed as being a fair and equitable rent. According to the above calculation for dry lands, Rs. 3 to 5 per cent. and Rs. 6 to 10 per cent. on the average for wet lands per acre every year may be deemed to be a fair and equitable rent.

(c) In our opinion, the law as regards remission of rent for wet and dry lands in mittas requires revision. We think that the rule observed by the Government in ryotwari villages at present must be observed also in cases of zamindari lands.

(d) It is advisable, both in the interests of the mittadar and the ryots in order to avoid unnecessary litigation often, to fix the rent once for all as in ryotwari villages.

(e) It is highly necessary and expedient in the interest of justice that an act should be passed reserving to the Provincial Government the rights to interfere and to revise or alter or reduce the rents in cases of hardship whenever and wherever they are considered to be unjust and harsh, by executive action through their Settlement Officers.

III. (a) Yes. The powers to collect rents by landholders under the Madras Estates Land Act require amendment.

(b) The rules observed in mitta villages to collect rents must be similar to the rules observed in ryotwari villages. Suits for rents in summary courts must be abolished.

(c) The power to transfer pattas, compulsorily as is observed in ryotwari villages by the Sub-Registrar's intimation to the Tahsildar must be followed, also in case of transfer of the ryot holdings in mitta villages and the mittadar must be made compulsorily to recognize any transfer or alienation of patta by the Sub-Registrar's intimation of transfer of holding. For collection of rents by the mittadar, the procedure may be simplified by authorizing the Revenue authorities to distrain and sell any movable and immovable property after due notice and proclamation after one month from the date of default of payment of rent at the end of every fasli on requisition in writing by the mittadar without any costs in summary courts as is now done under the Madras Estates Land Act.

IV. (a) The right to water-supply is appurtenant to the land and is not a matter of contract in our village.

(b) The mittadar now has got the right to maintain the irrigation sources in proper condition and has also got the right to supervise and regulate the water-supply to the nanja and punja lands in the mitta.

V. (a) In our opinion a record of rights in all mitta villages must be maintained compulsorily after due survey and settlement.

(b) In our opinion the mittadar must be made to bear three-fourths of the costs and the balance one-fourth by the ryots in the village.

VI. No. No other customary levy of rent is prevalent in our village.

VII. (a), (b) & (c). Nil.

In our opinion a uniform procedure regulating the above may be fixed for all mitta villages so that the hardship now felt by the ryots for want of common free pasturage and for green manure and for common public pathways and communal lands and porambokes may be mitigated. Any alienation by the mittadar of any common or communal lands and pasture, poramboke and tank-beds, etc., may be set aside compulsorily for the common good of the people in the village and these common lands and grounds may be marked in the plan of the record of rights to be prepared for every mitta village.

VIII. (a) We think that it is highly necessary that an officer not lower than the rank of an Executive Engineer would be appointed separately by the Government in order to supervise, prepare plans and estimates and inspect the irrigation and water sources of the mittas so that they may be kept in proper condition and to see that the necessary repairs are undertaken every year by the mittadars under Government supervision and to keep the water sources in proper good condition.

(b) Yes. In our opinion the Provincial Government must have the right to see, examine, inspect and supervise and maintain, if necessary, at the mittadar's costs, the irrigation sources if the landholder fails to repair or maintain them in proper condition.

(c) The power of the Government to interfere *suo motu* or on application by the parties concerned should both be retained and exercised in case of irrigation disputes in mitta villages.

IX. Yes. We think it highly necessary that the jamabandi for mitta villages must be held every year as in ryotwari villages.

X. No legal status is necessary for defining the relation between the under-tenants and the zamindar.

XI. A special civil tribunal should be constituted for each revenue division and the District Judge may be the first appellate authority and the High Court may be the final appellate authority for disputes arising between landlords and ryots in mitta villages.

(b) Proceedings in special civil courts to be constituted for every revenue division may be authorized to be instituted for disposing of the litigations that may arise between landlord and tenants *inter se*.

XII. (a) The provisions of the Madras Land Encroachment Act as being observed in ryotwari villages may with advantage be followed in the mitta villages also and the mittadars may requisition the Revenue authorities to deal with such matters if he is aggrieved instead of dealing with them himself arbitrarily as is now done in most of the mittas.

(b) The law as regards kattubadi and jodi from inamdars requires revision and alteration in our opinion and should be made to conform to the ordinary rules of the Revenue Code and the Madras Estates Land Act should either be ended or mended suitably to the above requirements.

General.—Besides the above questionnaire submitted to us, we think that the rights now vested in the mittadars to grant tree pattas separately from land pattas should be abolished and a uniform procedure may be followed in abolishing the distinction between tree and land pattadars and both the pattas may be vested in one and the same person.

RYOTS OF THE NATHAM VILLAGE.

**Memorandum by the ryots of Appanallur village, Arni estate, Onnupuram Post, North Arcot district, dated 7th December 1937.**

**I. (a) Tenant.**

(b) Tenant can cultivate the land according to the circumstances of the local parts of the country and the monsoon conditions.

Tenant can dig out wells to bale out water and commence seasonal cultivation in time and also to avoid shavi or failure of crops.

Tenant can alter the land by levelling the surface.

Tenant can as at present can mortgage his lands and borrow money to his urgent needs and also effect sales, etc.

Tenant can plant trees suitable to the soil: the landholder has at present a right to collect rent of the land only and he has his superior charge over the land so far as the rent is concerned.

II. (a) Fair and equitable rent arrived at in adjoining ryotwari areas at the time of revisional settlement, after several considerations of water sources, manuring facilities, grazing areas for the cattle, fertility of the soil, capacity of the tank or reservoir, situation of villages, market advantages, cost of carting manure and cultivation, etc., should be the basis and the rates printed at page 33 of the Chapter IV, clause 47 of the Settlement Code may be taken for to arrive at a fair equitable rate of rent and also rule II (a) and (b) at page 16 of the Manual of Settlement Department under Chapter II may be adopted.

(b) *Dry lands and wet lands.*—We wish that all the lands are treated as dry lands and rent fixed according to its classified tarams and where water facilities are given permanently under a system of irrigation sources which could supply water unceasingly for at least one full crop, water-rate should be added to classify nanja lands. Considerations should be made out of the sources of supply, perennial, seasonal, occasional or short-period supplies with due considerations being given to river and forest facilities and also of the soil of the villages and whether the crops are often supplemented by ryot's own well water and the total beriz fixed at the time of permanent settlement (Regulation, 1802), and what amount of peshkash the jagirdhar or zamindar pays to Government which would be the approximate expenditure of annual occasional repairs and emergency repairs, the cost of landholder's office and domestic expenditure, etc.

(c) Yes; in cases of total failure of monsoon and water-supply from irrigation sources, full remission be given, in cases of inadequate supply of water for a crop and the crop has to be matured and reaped with private well supply half remission be given.

*N.B.*—If this is not found favourable, a condition should be added that whenever rent is realized by the landlord, when sufficient water is not supplied to a crop, the tenant shall be made to recover damages for such failure of supply.

This condition will make the landlord to maintain the sources in sound condition and any negligence on his part would result in to pay heavy damages to the tenants.

Dry lands need not be given remission generally but on total failure of monsoon full remission be given.

(d) The object of the present Government seems to relieve all the tenants from litigating in courts on such matters before executive officers, not well versed in estate matters where the matter is not fairly decided and such be the case no use of leaving the matter to contest in courts even after this method. Therefore *permanent settlement once for all for any number of crops is preferable to avoid unnecessary litigation.*

Unless a particular village in an estate is endowed to feeding of poor or party for temples no other than cash rent be fixed permanently. The system of sharing and fixed grain rents should be put an end to in spite of several decisions. This would cause deletion of section 40 in the Estates Land Act. Sections 24 and 30 will be of no avail when all the lands become permanently settled once for all.

(e) Yes; to avoid court-goings. But in all cases of difference of opinion the rates of rent should be fixed by judicial bodies and not by Revenue Settlement Officers.

III. (a) Yes. All the zamin village staff are paid by the Government through the revenues collected from such quit-rent inams since enfranchised in each of the villages. They maintain quit-rent accounts distinct from estate accounts now. So far as the quit-rent accounts are concerned there is nothing to be misguided by the influence of landlord, because there is the Revenue Department of the Government to check the accounts and punish the karnams and monigars in case of mischiefs.

That is not the case so far as the zamin or estate accounts are whatever the landlord dictates to the karnams and monigars they have to carry out their instructions. More to say, as against the tenants in the estate records can be prepared and maintained. To avoid this sort of trouble we suggest that the karnams, monigars and staff may be made directly responsible to the Government even in respect of zamin accounts. All charges may be defrayed from the zamin accounts. Balance may be paid to the landlord with sufficient percentage of amount being retained with the Government annually for the purpose of maintaining the water sources and its emergencies, till it reaches to a substantial stage.

(b) By the Government themselves as that of ryotwari arrears. By this method the conflicts between the tenants and the landlord would not arise at all.

(c) Similar to ryotwari villages.

IV. (a) Yes. Lands when classified as nanja or wet lands under a system it is incumbent that water should be supplied for crop or crops as the case may be. The contract to pay nanja rent to the landlord cannot be enforced without supplying required quantity of water for a crop or crops. Further, no lands should be classified as nanja when water-supply is not certainly assured under a system of irrigation.

The landholder has no superior right but on the other hand he is bound to maintain all the irrigation sources for the welfare of the agricultural tenants and it is so stated in the treaty conditions of all zamindaris and particularly in the Arni zamindari, that any negligence to this or any one of the eight conditions of the treaty, will entail the whole jaghir to be annexed to the British control. It is also stated in several of the Privy Council decisions that the zamindars always bound to maintain irrigation sources in proper condition, etc. By this we presume that the tenants have greater rights to see all the water sources are kept in good repairs and the landlord and the tenants will not suffer; former in revenue latter in paying it. Up till now these facts remain unknown to the villages at large and now they should be so made as rigid as a rule as possible. Further, the landlord cannot utilize the water or take away the water as he chooses from the registered ayacut lands or stop supply to them.

V. (a) Yes. This will remove fruitful sources of litigation regarding extent boundaries and encroachments.

(b) The landholder shall bear all the charges less cost of survey stones to be provided for by the respective tenants.

VI. No. They could not do so. The levy and collection of any other amount other than settled rent is inequitable and antiquated and oppressive with no corresponding benefit to the tenants. Rent itself remains very heavy in all the zamindaris and most particularly in Arni jaghir. Please refer North Arcot District Manual, Volume II, page 314, where it is stated *the soil is chiefly sand mixed with red clay and the assessment charged are extremely high, etc.*, and also at page 315. "The soil is poor and leaf manure not generally procurable so that the outturn cannot be very high."

VII. (a) & (b) Grazing lands are one of the most vital things for villages to get their cattle graze unquestioned and collect dungs.

Green manures are the main requirements to nourish the plantation and soil and wood for ploughing apparatus are essential to till the soil.

These things should be made available to tenants at a very nominal rate within easy reach of the locality.

(c) Carts, animals, and all passersby can avail the public path to go to intended places without causing damages to others land or crops thereon. The landlord is bound to keep the pathways in good repairs at his cost. He may be permitted to appropriate the entire avenue produce himself.

Communal lands for villagers' purposes to use as thrashing place, get their grain dried, make their cattle stand and hold any annual festivities, etc., they are absolutely essential.

Hills and forest porambokes if remain within a village limits the tenants can get all dried wood for domestic use, cattle can graze, stones may be cut and quarried for building wells, houses and temples, etc., if necessary on a nominal fee payable to the landholder.

VIII. (a) To meet this question please refer to answers given in paragraph 3 (a), (b) and (c) above.

If our suggestion is viewed favourably there is no need to answer this question.

However, in case our view is not followed then let not this question remain unanswered. So we suggest in the alternative that in case the landholder continues to collect rent from tenants, whenever one-fourth ayacutdars of a village mahazars to the

District Collector who shall after inspecting the spot, order Public Works Department authorities to inspect and prepare estimation for the purpose, and on his satisfaction order the work to be commenced and completed as early as possible as they do in the ryotwari villages. The cost of such works may be recovered from out of the revenue of the village or villages concerned, with instructions to the monigars that all the money collected from tenants from that date may be deposited in the Government Treasury till the complete payment for the work is paid.

(b) Yes. Now alone in several villages they have not repaired, since a very long time, and no time should be given to the landholders to do these works by themselves after such steps have been taken by the present administration and therefore steps should be taken to inspect every zamin village and the required repairs are promptly attended to.

(c) *Suo motu*.

IX. Jamabandi system would be in vain if the Government undertakes to manage the estates. All wrongs done by the supervising or village officers may be represented whenever necessitated at places nearby where authorities visit or through post. If the Government does not take over the function of collection, annual examination of accounts is absolutely essential.

X. (i) & (ii) They are the tillers of the soil, they are answerable to the landholder direct, but to the ryot alone. His services are not permanent. It is the ryot, whether patta stands in his name or not, is alone answerable to the landlord.

XI. (a) A committee of three appointed by the Government of whom at least one is of the rank not below the District Judge may be the final authority to decide matters of such cases.

(b) The proceedings should be transacted through civil courts. If the civil courts cannot find time special courts should be created to be presided over by men drawn from active legal practice with special knowledge of the Estates Land Act.

XII. (a) In case of ryoti land, the occupation of the person may be recognized by exchange of patta and muchilika with settled rent imposed on it. In case of private land the landlord may be either evict occupation or accept rent for him with penalties for the first time, i.e., one year rent.

#### RYOTS OF APPANALLUR VILLAGE.

**Memorandum by Mr. A. Periyasami Kavandar and fourteen others, ryots of Shrotriyam Kuttambakkam village, Vellore taluk.**

I. (a) The ryots are the proprietors of the soil.

(b) The ryots have the right of sale, mortgage and alienation and the inamdars have only the right of collecting rent.

II. (a) A rent at the rate of Rs. 10 per kani for double crop wet lands and Rs. 7 for single crop wet lands, irrigated by rivers, Rs. 2 for lands irrigated by wells and 12 annas for rainfed lands is fair and equitable. It is desirable that the Government themselves settle the rent.

(c) Remission should be granted when the land is left uncultivated for want of rain.

(e) Yes.

IV. (a) The rights are inherent.

V. (a) All the lands in the estate should be surveyed.

(b) The cost may be apportioned reasonably between the zamindar and the ryots.

VI. Additional levies are collected in respect of the crops grown on rainfed lands.

VII. (a), (b) & (c) The inamdar has now deprived us of the right which we had been enjoying for a long time of using a poramboke for grazing cattle, collecting manure and cutting wood for agricultural implements. It should be restored.

VIII. (b) Yes.

IX. Yes.

XI. (a) The Board of Revenue should be the final appellate authority. There should be a special tribunal for trying such cases.

(b) The actions and proceedings may be tried in revenue, civil or special courts.

**Memorandum by Mr. T. L. Sundararama Ayyar, Secretary, Mitta Ryots' Association, Achchamangalam village, Tiruppattur taluk, North Arcot district, No. 73, Katcherry Street, Tiruppattur.**

- I. (a) Tenants.  
(b) The right to cultivate the land permanently.
- II. (a) One-fourth of the net produce.  
(b) The amount of rainfall, the current price of produce and the nature of the land.  
(c) There should certainly be a statutory provision for remission of rent. The remission of rent should be made with reference to the deficiency in rainfall and the current price of produce.  
(d) It is advisable to settle the rent once for all.  
(e) The Provincial Government should have the power to revise or reduce rents.
- III. (a) Yes.  
(b) Summary proceedings should not be instituted for any reason whatever.  
(c) The rent should be collected as in Government villages by the issue of demand notices.
- IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to the land. There should not be any contract whatever in this matter.
- V. (a) Yes.  
(b) All the expenses incurred in this connexion should be borne only by the zamindar.
- VI. No.
- VII. (a) The tenants have the right to utilize local natural facilities.  
(b) The tenants should not utilize them for their own purposes free of cost.  
(c) Public paths, public places, hills, forest porambokes, open spaces, cremation grounds, porambokes, etc., are common to the tenants and the zamindars.
- VIII. (a) The courts may order the zamindar to maintain properly all water-sources.  
(b) If the zamindar fails to do so, the Provincial Government may carry out the work and collect the cost thereof from the zamindar.  
(c) The Government may exercise these powers *suo motu*.
- IX. It is better if there is a yearly jamabandi.
- X. There is no connexion whatever between undertenants and the zamindars.
- XI. (a) It is better to abolish the Board of Revenue.  
(b) In special courts.
- XII. (a) The mittadar may measure such lands, levy a suitable rent therefor and either evict the ryot or give him a patta.  
(b) There is no need for revision.

**Memorandum by the President, Taluk Congress Committee, Polur, North Arcot district, dated 29th November 1937.**

- I. (a) Tenant is the proprietor of the soil.  
(b) Tenant is the direct being who is much affected by the fluctuations in the system of land tenure. So the interest is more of a ownership nature than that of a landlord.
- II. (a) Deducting the doses of capital and labour expended on the land, the net produce deducting from the above equal halves of the net produce.  
(b) The tenant shall pay only in kinds, if coins according to the market rate.  
(c) Yes. Statutory remission prevailing in the ryotwari area.  
(d) It is advisable to settle the rates or share of rent according to fertility of the soil or tarams in the nature of a permanently settled area. The officer or the court concerned should reserve the powers to settle disputes.  
(e) Yes. If the executive, i.e., Revenue Settlement Officers are invested with executive powers the language of which is clear and not ambiguous (giving room for varied interpretations).
- III. (a) Yes. If once the rate or share of rent is permanently fixed the change in that should be by a statute by the Provincial Government.  
(b) The Collector should not be the sanctioning authority of enhancement. The collection of rent should be like that of ryotwari area.  
(c) Procedure of collection of taxes and sale of holdings prevalent in ryotwari area may better be adopted.



IV. (a) It is only on the system of water-supply alone can we talk of remission especially for wet.

(b) There should be no difference in the right of water sources of the estate between the tenant and the landlord. Both must be guided by the same rule.

V. (a) Yes. Compulsory survey is essential.

(b) Three-fifths by the landlord and two-fifths by the tenant.

IV. No. If service inams for which quit-rent alone is payable by the tenant the landlord shall demand communal service.

VII. (a) As obtained in the ryotwari area.

(b) Yes.

(c) The landlord may be invested with powers of controlling the public paths, communal lands, hill and forest porambokes, but the landlord cannot restrict or prevent its public utility.

VIII. (a) Legislation is desirable to arrive at a suitable scheme.

(b) Yes.

(c) On representation from tenants *suo motu*.

IX. No jamabandi even for ryotwari area is wanted as is now in vogue.

X. (a) No subletting right should prevail.

(b) If it should prevail the same right that is entitled by the landlord.

XI. (a) The very existence of the Board of Revenue is a superfluous one. The Government in its routine way may be the final appellate and revisional authority.

(b) In special courts of non-officials constituted by the Government.

XII. (a) As the rules that are controlling the porambokes (unauthorized lands) in ryotwari areas ; so also with the zamindari unauthorized porambokes.

(b) Yes. The very system of zamindari should be converted as a ryotwari. Almost all the zamindari estates are created by the mere fact of their forefathers of the existing zamindars were happened to have discharged certain duties apparently private. As this duty the present owners do not discharge and they are not even wanted, as such they have no legal claim over their estates. Pharganas (title-deeds) granted by the Nawabs, etc., if perused may well elicit the truth.

**Memorandum by Mr. N. Nallakavandan and 39 others, tenants of Zamin Eravalam village, Tirukkoyilur taluk, South Arcot district.**

I. (a) The tenant is the proprietor of the soil.

(b) The zamindars grant pattas to the tenants and obtain muchilikas from them. Thereupon the tenants enjoy the holdings paying rent therefor. They have the right of sale and purchase.

II. (a) As the rent for wet and dry lands is higher than the assessment in Government villages, it should be fixed properly.

(b) The rent should be fixed as in Government villages.

(c) Remission should be granted if there is a failure of crops.

(d) It is advisable to settle the rate of rent once for all.

(e) Executive action may be taken through the Revenue Settlement Officers.

III. (a) The powers of collection of rent do not require any revision.

(c) In view of the present financial stringency, rent should be collected after allowing sufficient time.

IV. (a) The tenants are entitled to water-supply while the responsibility of repairing irrigation works rests with the zamindar.

(b) The tenants are enjoying fishing rights in the water-sources.

V. (a) They should certainly be surveyed.

(b) We are willing to pay such portion of the cost of survey as the Government may reasonably fix.

VI. The tenants are not willing to pay any levies in addition to rent.

VII. (a) The tenants have no rights. The necessary rights should be conferred on them.

(b) The tenants have no right at all.

(c) The tenants have no rights with regard to public paths, etc.

VIII. (a) Irrigation sources and works should always be maintained in good order.

(b) The necessary powers should be vested in the Government.

(c) The provincial Government may exercise such powers *suo moto*.

IX. Yearly jamabandi may be held as in the case of ryotwari villages.

X. The tenants are bound to act in obedience to the zamindar in important matters.

XI. (a) The Board of Revenue should continue to be the appellate authority.

(b) Actions between landholders and tenants may be tried in any court.

XII. (a) The zamindar may be empowered to take action similar to that taken by the Government in respect of unauthorized occupation of lands.

(b) We have no objection to the landholder collecting jodi, poruppu and kattubadi.

**Memorandum by Mr. Chinnaswami Pillai and 28 others, tenants of Shrotriyam Vengur village, Tirukkoyilur taluk, South Arcot district.**

I. (a) The tenant is the proprietor of the soil.

(b) The shrotriyamdars grant pattas to the tenants and obtain muchilikas from them. Thereupon the tenants enjoy their holdings, paying the rent therefor. They have the right of sale and purchase.

II. (a) The rent collected by the shrotriyamdars is higher than the assessment in Government villages.

(b) Rent should be fixed as in Government villages.

(c) Remission should be granted if there is a failure of crops.

(d) It is advisable to settle the rate of rent once for all.

(e) Executive action may be taken through the Revenue Settlement Officer.

III. (a) The powers of collection of rent do not require any revision.

(c) In view of the present financial stringency, rent should be collected after allowing sufficient time.

IV. (a) The tenants are entitled to water-supply, while the responsibility of repairing irrigation works rests with the shrotriyamdars.

(b) The shrotriyamdars have a right to the dharba or cuscus grass growing in the water-sources.

V. (a) It is quite essential to survey them.

(b) We are willing to pay such portion of the cost of survey as the Government may reasonably fix.

VI. The tenants are not willing to pay any levies in addition to rent.

VII. (a) The tenants have no rights. The necessary rights should be conferred on them.

(b) The tenants have no right at all.

(c) The tenants have no right with regard to public paths, etc.

VIII. (a) Irrigation sources and works should always be maintained in good order.

(b) The necessary powers should be vested in the Government.

(c) The provincial Government may exercise such powers *suo moto*.

IX. Yearly jamabandi may be held as in the case of ryotwari villages.

X. The tenants are bound to act in obedience to the shrotriyamdars in important matters.

XI. (a) The Board of Revenue should continue to be the appellate authority.

(b) Actions between the landholders and the tenants may be tried in any court.

XII. (a) The shrotriyamdars may be empowered to take action similar to that taken by the Government in respect of unauthorized occupation of lands.

(b) We have no objection to the landholders collecting jodi, poruppu or kattubadi.

**Memorandum by Mr. M. K. Subrahmaniam Ayyar, Manager of Shrotriyam Pillali, Mavattipaliem, Ponniankuppam, Vettukulam and Kumarappanaickenpettai of Cuddalore taluk in South Arcot district, dated 14th September 1937.**

1. That the petitioner feels glad that time has come to enquire into the conditions in zamindari areas and that the Hon. the Revenue Minister has rightly thought fit to move this long-neglected and so-called complicated matter in the commencement of the discussion.

2. That the matter is complicated and long-neglected one is just the reason why it should be taken up first and settled soon without more delay. The Committee that has been formed should be requested to hurry on the business to bring the same to its end very soon so that the tenants and landed proprietors may get suitable and just redress on their numerous memorials submitted from time to time without proper redress till now.

3. That it is highly necessary in the interest of both zamindar and tenant that judicial treatment is very necessary in the interest of justice between the landlords and tenants.

4. That of late, the concession allowed to ryots in ryotwari villages, by way of granting annually small reduction of revenue on account of prevailing high rates of assessment was not extended to tenants in proprietary villages. Remission of rent to tenants in proprietary estates will involve reduction of peshkash payable to Government by landlords. I venture to submit that no distinction should be made between a ryotwari ryot and tenant in proprietary estates. Heart burning on this account will add to the already existing ill-feeling of tenants against their landlords in many cases.

5. That it is very necessary that for the well being of the ryots and tenants irrigation sources should be maintained satisfactorily. A ryot will not mind paying his dues to Government or the proprietor if sufficient arrangements are made for the timely repair and upkeep of their irrigation sources. There must be a definite understanding on this point between the tenants and the proprietors. This item is most important among the points to be taken for consideration for the well being and prosperity of the country. Putting off this matter for consideration later on will mean continuance of dissatisfaction for zamindars and tenants and I am sure that the present Ministry will not and shall not allow the same to continue.

6. The petitioner in conclusion hopes that the committee will expedite the business in a most successful manner in view to give relief to the zamindars and tenants labouring under disadvantages for several years.

The petitioner prays for long life and prosperity of the members of the committee for their onerous duty they have before them for discharge.

M. K. SUBRAHMANIA AYYAR.

**Memorandum by Mr. R. Kesava Raju and 17 others, ryots of Nidamangalam, Tanjore district.**

We have to pay melvaram to the Chatram department at the rate of Rs. 18 per acre per annum. But the kist payable in respect of first-class Government lands is only Rs. 9 per acre. Unable to pay this high rent we are experiencing great hardship. The lands belonging to some of us are distrained and auctioned for arrears of rent. We humbly request you to fix a fair amount as melvaram and direct the Chatram department of the Tanjore District Board to receive it either in kind or in cash according to the current prices.

**Memorandum by Mr. S. Singaram Servai and nine others, agriculturists of the Mokhasa Pattiswaran Padugai village of the Mokhasa Tenampadugai vattam, Kumbakonam taluk, Tanjore district.**

We have for a long time been holding land on lease in the aforesaid village and eking out our livelihood by cultivating it. This village forms part of the Tanjore Palace estate. The lessee is now harassing us very much. We are obliged to eke out our livelihood only by cultivating the land in the aforesaid padugai. We are paying to the lessee the entire amount of the rent. We therefore very humbly request you to remove the hardships caused to us and to afford relief to us in respect of the lands which we have been cultivating for a long time.

**Memorandum by Mr. T. Vadamalai and four others, ryots of the villages of Andagatturai and Maharajapuram Kilpadi, Tirutturaipundi taluk.**

- I. (a) The tenants are the proprietors of the soil.  
 (b) The tenants have every right in the land.
- II. (a) Fifteen to twenty per cent of the net income or an amount which is equal to the kist collected for Government lands in the neighbourhood.  
 (b) The irrigation and drainage facilities, the classification of the land, the cost of cultivation and the current prices.  
 (c) There should be statutory provision for remission of rent in proportion to the deficiency in produce. Remission should be granted when the produce falls short of 18 kalamms per acre.  
 (d) It is advisable to settle the rate or share of rent once for all.  
 (e) Yes.
- III. (a) Yes.  
 (b) It should be laid down that suits for the collection of rent should not be filed so long as there is no exchange of pattas and muchilikas and that action should be taken for recovering the arrears of a particular year in the same year.  
 (c) Rent should be collected in the same manner in which land-tax is collected in respect of ryotwari lands.
- IV. (a) The rights to water-supply are appurtenant to the lands. In some cases they are a matter of contract between the inamdars and the tenants.  
 (b) The landholder has a superior right. It is the duty of the inamdars to carry out the repairs to the irrigation and drainage works outside the village limits.
- V. (a) Yes.  
 (b) The cost should be borne entirely by the landholder or in proportion to the rent fixed.
- VI. No.
- VII. (a) The tenants should have the right of grazing cattle and collecting manure free of cost in the pasture lands and forests of the estate.  
 (b) Yes.  
 (c) The tenants have the right of using unconditionally the public paths, communal lands and hill and forest porambokes.
- VIII. (a) The irrigation and drainage works should be maintained as at present by the Public Works Department.  
 (b) Yes.  
 (c) The Government should exercise such powers *suo moto*.
- IX. Yes.
- X. The under-tenant should be subordinate to the pattadar and there should be no direct contract or other dealings between him and the zamindar.
- XI. (a) The High Court may be the final appellate and revisional authority.  
 (b) In civil courts.
- XII. (a) In respect of unauthorized occupation, it is advisable to grant a patta and collect the rent.  
 (b) Yes.

**Memorandum by Mr. S. Guruswami Mudaliyar, President, Kulittalai Taluk Congress Committee, on behalf of the tenants of the zamin villages in the Kulittalai taluk, Trichinopoly district.**

- I. (a) The lands which the tenants have been enjoying hereditarily or which they have purchased belong to them.  
 (b) The tenants have the same rights in the land as the ryotwari pattadars have in Government villages. The zamindar is the wholesale lessee or the mirasidar.
- II. (a) Annas 8 per acre on an average is a fair rent. The rent on dry lands should be fixed as in the neighbouring Government villages without reference to their classification. Water-cess may be paid with reference to the facilities afforded for the supply of water to wet lands.

(b) An amount not exceeding one-sixth of the net income from land should be fixed as the annual rent.

(c) Yes. The rent should be remitted on an equitable basis and with reference to the prevailing economic conditions.

(d) The rent should be fixed once for all for a particular area.

(e) Yes.

III. (a) Yes.

(b) The powers of collection of rent should be similar to those in Government villages.

(c) The cost of collection of rent will be reduced if panchayats are established in villages and the rent is collected through them. Arrears of rent should be realized by selling only the movable properties. The immovable properties should be left in the possession of the tenants themselves.

IV. (a) No water-cess should be levied in respect of water-supplied from the water-sources which are not maintained by the Government. When the tenants acquire rights in the land, they acquire rights in the water-sources also.

(b) Formerly, the zamindar had no right in water-sources, but he is claiming rights now. As a result of this, the ryots are put to hardship and loss.

V. (a) Yes.

(b) The zamindar should bear the entire cost. If, however, the tenants are willing to bear the cost, they can bear only one-third of it.

VI. No.

VII. (a) The tenants should certainly have rights with regard to the utilization of such facilities. They have no rights at present.

(b) They have no inherent rights.

(c) Public paths, communal lands, hill and forest porambokes and shandy porambokes should belong to the panchayats.

VIII. (a) Provision should be made for enabling the panchayats to maintain the irrigation works.

(b) Yes.

(c) These powers should be exercised by the Government *suo moto*.

IX. Yes. But as a large amount of money is wasted on the jamabandis conducted now, they should be conducted in firka centres without expenditure to anybody.

X. The undertenants have no statutory rights in zamindari areas. The pattadar and the zamindar should have equal rights.

XI. (a) There is no need for the Board of Revenue in this matter; nor is a special tribunal necessary as everything is settled in the jamabandi itself.

(b) In Revenue Courts.

XII. (a) Rent alone may be collected in respect of lands occupied in an unauthorized manner.

(b) No.

#### *General grievances.*

Although coconut, goa, tamarind and other fruit-bearing trees have been assigned to the tenants, separate levies are collected in respect of these trees. These should be abolished. Further, if the aforesaid trees in patta lands are cut down, a levy of Rs. 5 and Rs. 7 is collected in respect of trees the rent on which is 40 pies and 60 pies respectively. This should be stopped immediately. As far as the Kadavur zamin is concerned, the zamindar is rapidly surveying the zamin at his own cost and is taking steps to take over the lands in the occupation of the tenants. The Provincial Government should render immediate help to the tenants in this matter. The aforesaid survey should be suspended. Cart-tracks should be 80 links in breadth. According to the rapid survey conducted by the zamindar now, he is making these tracks very narrow and is thereby annexing the lands. The rent of Rs. 9 per kuli levied in the Kadavur zamin is high. In the Kiranur and Pannappatti villages in the Kadavur zamindari, the rents are in arrears for the last ten years on account of the inability of the tenants to pay them. Accounts are now being written up in such a manner as to make it appear that amounts equal to the arrears of rent due to the zamindar have been paid by him in cash to the tenants on promissory notes. In the aforesaid zamindari, the majority of the pattas are kept as joint pattas and rent in excess of what is actually due is collected from the tenants without giving them particulars regarding acreage. If the rent for the last ten years has not been collected, a charge-sheet is framed against the village munsif concerned and the amount is recovered from his pay.

**Memorandum by M.R. Ry. N. Subrahmanya Ayyar Avargal, Pleader, Zamin Ryot, and Secretary, Udayarpalayam Taluk Zamin Ryots' Association, Ariyalur, dated 16th November 1937.**

In response to your questionnaire published in the "Hindu," I submit the following answers for the same.

I. (a) The ryots are the owners of the soil, neither the zamindar nor the State. Even if the ownership of the State is assumed, there is not much difference as the Government is always by the people for the people. But the zamindars have really no right to justify their existence and are continuing owing to the ignorance of the ryots. They were originally farmers of the tax due to the Government, but they have turned out to be otherwise.

(b) The ryots have got a heritable and transferable interest in the land, i.e., the entire ownership of the soil subject to the payment of a fair and equitable tax to the zamindar.

II. (a) A fair and equitable tax is one-sixth of the net produce of the land.

(b) It can be fixed with reference to (i) the nature of the soil, (ii) the natural and artificial advantages for water-supply and (iii) the economic conditions.

(c) There should be statutory provision for remission of rent and the principles adopted in the ryotwari tracts may be adopted.

(d) Principles may be enunciated for fixing the fair and equitable tax. Settlement once for all will work hardship to both parties. For the present; the tax now levied in the surrounding ryotwari lands may be taken as the fair and equitable tax, with all fluctuations.

(e) The Provincial Government should be invested with reserve powers by executive action through their Revenue Settlement Officers, wherever the tax is found inequitable.

III. (a) The powers of collection now given to the landholder require radical change.

(b) (i) The power of instituting suits as well as arrest of persons should be removed.

(ii) The movable distraint should be limited to the growing crops alone, raised in the same fasli or in the succeeding faslis.

(iii) The cost of the sale of holding should be considerably reduced. But sufficient safeguards for the service of notice and tom-toms and the fixing of upset price should be provided.

The above two summary procedures should be through the District Munsif's Court under the Civil Procedure Code. An application for distraint and sale (court-fee thereon being exempted) with the muchilika, should be made to the civil court, as soon as the arrear is due, which court will realize the tax by execution proceedings. All questions relating to the liability, excess, discharge and the like shall be determined by the court, as if in a proceeding under section 47, Civil Procedure Code. The process fees shall be levied at one-half of the usual rate. Upset price shall be fixed at ten times the rent thereon, but shall not be below one year's rent. Service of notice by process establishment shall be made personally on the defaulter. A landholder is not entitled to apply for summary procedure if it is found that he has not transferred the registry on application of the ryot.

*N.B.*—It would be safe if the collection of tax is taken up by the Government levying 5 per cent as commission on the total collection.

IV. (a) The right of the ryots to the water-supply is inherent as being appurtenant to the land, provided the source has not been procured by the landholder out of his own money.

(b) The landholder has a right to the source tapped, but the ryots are entitled to use it on payment of water-rate, not exceeding the ryotwari supply.

V. (a) All the estates must be compulsorily surveyed and a record of rights should be maintained and be available to the ryots for sale from the taluk or the zamin office.

(b) The costs of the stones alone should be collected from the ryots, while the other expenses should be borne by the landholder.

VI. The landholder should not demand any levies in addition to the tax, not even the collection charges.

VII. (a) The ryots are entitled to all natural facilities for the purpose of agriculture. Every village not adjoining a forest within a mile should be provided with a grazing ground according to the needs of the cattle. Forest and porambokes should be available for procuring agricultural implements and green manure subject to nominal payment.

(b) For all agricultural purposes excluding domestic use, the ryots have a right to use them, subject as aforesaid.

(c) Both the zamindar and the ryots should have equal rights in public paths, etc.

VIII. The irrigation matter should be taken up entirely by the Government and the repairs and maintenance should be done through the Irrigation department and the costs should be recovered from the zamindar.

IX. Annual jamabandis are absolutely essential and it will prevent the unauthorized occupation immediately.

X. The legal status of the undertenants with the pattadar should be governed by contracts and that with the zamindar by the provisions of the Estates Land Act.

XI. (a) There should be a special tribunal consisting of (i) the District Judge, (ii) the District Collector and (iii) the Government Pleader of the district.

(b) All matters excepting the realization of the tax by the summary procedure shall be determined by the special tribunal.

XII. (a) The zamindar is entitled to eject the unauthorized occupier, by a suit in the special tribunal or admit him as a ryot on receipt of one year's tax due thereon, which shall be fixed on application by the landholder to the special court.

(b) No revision is necessary.

N. SUBRAHMANYA AYYAR,  
Secretary.

**Memorandum by the Zamin Pappayambadi village Agriculturists Association, Kadavur estate, Kulittalai taluk, Trichinopoly district.**

I. (a) The tenant.

(b) The interest of a pattadar.

II. (a) The ayan assessment is 9 annas per kani. In the zamin a sum ranging from 8 annas to Rs. 2 is collected in excess of this for both wet and dry lands. This is for one kuli of 59 cents.

III. The Madras Estates Land Act must be amended.

IV. There is no irrigation in this area.

V. A record of rights should certainly be maintained.

VI. No.

VII. (a) There are no rights.

(b) There is no right to use them free of cost.

(c) There is no right with regard to anything except the public paths.

VIII. There is no irrigation in this place.

IX. Yes.

X. The under-tenant has no rights.

XI. In civil or special courts.

XII. (a) Unauthorized occupation should be penalized.

(b) The law requires revision.

**Memorandum by Mr. M. R. Chinnaswami Udayar and 43 others, tenants of Unniyur village, Kattapputtur mitta, Musiri taluk.**

It is not known when this village was surveyed. Boundaries have not been fixed. As there is no place where we can answer calls of nature during the harvest season, we are obliged to do it in the interior of the village itself. Consequently, we have to experience much suffering during the rainy season on account of the outbreak of cholera and other epidemics. The population of this village is nearly 1,600. The cremation ground will only be 20 cents in extent. Mud taken from the surrounding wet lands has been dumped there. Further, the entire route to this cremation ground is cultivated. When we have to go to the cremation ground, we have to cross a channel which is neck-deep. We therefore humbly request you to visit the place, redress our grievances and see that things are restored to their former condition.

**Memorandum by Mr. Ayya Nadar and 40 others, pattadar of Tayilpatti village, Gollapatti zamin, Sattur taluk, Ramnad district.**

We request

- (1) that the garden lands, etc., mentioned in the pattas of the aforesaid zamin may be surveyed and the extent thereof under the occupation of the respective individuals determined in acres and cents and pattas granted accordingly;
- (2) that the excessive rents levied in respect of some of the garden lands in this zamin may be reduced and made equal to the kist collected in respect of Government lands; and
- (3) that the rent for the garden lands and dry lands may be fixed with reference to the nature of the soil on the same scale as that adopted in ryotwari areas.

**Memorandum by M.E.Ry. P. K. Virappa Mudaliyar Avargal and 51 others, tenants of Unniyur village, Kattuputtur zamin, Musiri taluk, Trichinopoly district.**

The roads, cattle porambokes, pasture lands, cremation grounds and other places, which were formerly used in common by the villagers, have been assigned to the holders of lands near the respective places or other persons and rent is being collected therefor.

Those who have no fields of their own are not able to keep cattle. Great hardship is experienced in this village for want of roads. There is no poramboke for answering calls of nature during the rainy season; nor is there any facility for draining the rain water. The owners of fields block as much water as they want for irrigating their fields and the remaining water stagnates in the village and affects only the poor people living in low-lying areas. There seems to have been originally several poramboke lands in this village. As this is an unsurveyed village, all of them have been occupied by influential persons.

The rent collected by the zamindar for one acre of irrigated land is Rs. 20 and a sum of Rs. 10 is collected for irrigating the land once or twice with the surplus water flowing from the Salem district. Thus the ryots pay Rs. 30 in all and have to eke out their livelihood only with the help of what remains after paying that amount.

Hence, we request that the Government may be pleased to fix rents with reference to the classification of the land and on a scale similar to that prevailing in the Government villages, direct the return of communal lands for public use and place the zamin ryots on a par with the Government ryots.

**Memorandum by the zamin ryots of the Udayarpalaiyam zamindari, dated 7th December 1937.**

You are well aware of the present deplorable state of the zamindari ryots. We think, we have the honour to be the worst of the lost. The Udayarpalaiyam zamindari comprises mostly of dry lands depending fully upon the whims of natural elements for their yield. The past decade has been one of continued draught. Neither the intolerable burden of the land rent which is more than double the rate of assessment in the adjoining ryotwari area, nor the tactics of the money-lender have been relaxed during these years. The cumulative effect of these two factors all these years have robbed the poor peasant of his meagre sustenance and involved him hopelessly into debt.

Most of the ryots have not been able to pay the rent to the zamindar for the past three years in spite of the unusually coercive methods of exaction both legal and otherwise of the zamin officials. Only this year the elements seem to be a bit merciful and we are expecting to get a fair harvest of at least the cereals, though our main money crop, the groundnuts, have been almost spoiled by excessive rain.

Now the news has come all of a sudden that the zamindar has proceeded against the defaulters for the faslis 1344, 1345 and 1346 in the revenue court and is going to execute decrees by the summary powers vested in him of sale of holdings, distraint of movables, etc. Some of us have been served duly with notices also. The dates for the revenue auction have been fixed about the middle of this month for the various villages. The crops have yet to be harvested about the end of the next month and marketed after at least three months hence to realize a part of the money to pay the kist.

The action of the zamindar if it is to proceed unchecked will inevitably result in the alienation of lands from the ryots. As none of the ryots have the means to buy the lands in auction, the lands are sure to pass into the hands of the zamindar directly. The zamindar will take the lands as his private possession and classify them under the category known as Pannai ( பண்ணையார் ). The ryots shall be reduced to the unenviable status of *under-tenants* thus becoming aliens in their own land and paying still higher rents.

This calamity has to be averted at any cost. Under the present circumstances, the Revenue Divisional Officer, the District Collector and the Revenue Board are unable to come to our help in any way. Hence we are requesting you to come to our help and pass a stay order to the effect that the zamindar should stop all proceedings against the ryots until the present enquiry into the zamindari areas is finished and the necessary legislation is enacted clarifying the relation between the zamindar and the tenants. Such an action, we learn, have been taken by the Provincial Government in United Provinces.

The Zamindar of Udayarpalaiyam is collecting nearly three lakhs of rupees annually as land revenue from the ryots while the ryots are benefited to the extent of not even a single pie by the zamindar. He is paying only about Rs. 600 as peishkash to the Government. Under these circumstances the zamindar has accumulated immense fortunes which he is investing in the wet lands in Tanjore district. Hence no one need harbour any fear about the financial solvency of the zamindari if the stay order, we pray for, is passed. As the matter is very urgent it deserves your first and best attention. Hoping to get a kind response.



**Memorandum by Mr. Arivananda Swami, President, Trichinopoly District Congress Committee.**

- I. (a) Only the ryots and not the zamindars.  
 (b) The ryots have all the rights of alienation and inheritance and the zamindar has only the right of collecting rent.
- II. (a) (1) Rupees 7 and Rs. 5 per acre for double crop and single-crop wet lands respectively which are irrigated by tanks or channels constructed and repaired by the zamindar at his own cost.  
 (2) Rupees 2 per acre for single crop or double-crop dry land on which wet crops are grown and which is irrigated by the tenant with the help of the water from the spring found in zamin poramboke lands.  
 (3) A flat rate of Rs. 1-8-0 per acre for all kinds of crops cultivated in garden land irrigated by the wells in the land.  
 (4) Rupee 1 per acre for first-class dry lands.  
 (5) Annas 12 per acre for inferior lands.  
 (b) Either the above classifications or the average income for five years and the economic condition of the tenant should be taken into account.  
 (c) There should be statutory provision for remission of rent when damage is caused to crops by drought, famine, floods and pests.  
 (d) A fair and equitable rent should be fixed once for all. It may be revised once in 25 years if necessary.  
 (e) The settlement of rent should be entrusted only to the Revenue Settlement Officers.
- III. (a) Yes.  
 (b) The zamindar should have the right to sue for arrears of rent. But the decree should be executed only through the civil court by distraining movable and immovable properties excluding agricultural implements and without arresting the person concerned.  
 (c) The collection of rent should be entrusted to responsible village headmen. The rent should be collected in five equal instalments from February onwards.
- IV. (a) The rights are inherent as being appurtenant to the land.  
 (b) The water-sources in porambokes belong only to the zamindars. But the tenant should be permitted to use the water from such sources. If he uses the water in contravention of the settlement scheme, a penal levy equal to the rent may be collected.
- V. (a) Yes.  
 (b) The zamindars should bear the entire cost.
- VI. No.
- VII. (a) & (b) The ryots have the right of grazing cattle and collecting green manure, etc., for domestic and agricultural purposes free of cost.  
 (c) The ryots have the right of using public paths, communal lands and hill and forest porambokes.
- VIII. (a) The zamindars are responsible for maintaining irrigation sources and works at their own cost.  
 (b) Yes.  
 (c) The powers may be exercised either *suo moto* or on application by the affected ryots.
- IX. Yes.
- X. So far as the zamindar is concerned, he has no direct relationship with the undertenant. But the zamindar has the right to proceed against the land in his occupation and its produce for arrears of rent due in respect of that land.
- XI. (a) The Board of Revenue should no longer be the final appellate and revisional authority; nor is there any necessity for constituting a Special Tribunal.  
 (b) Only in civil courts.
- XII. (a) In the case of unauthorized occupation and cultivation of uncultivable land, a penalty not exceeding the rent levied on the adjacent land can be imposed and the occupants may be ejected; in the case of cultivable land, a premium not exceeding three times the rent on the adjacent land can be collected in cash and the land may be assigned on application by the occupant.  
 (b) Yes.

*Additional suggestions.*

1. The existing provision in regard to trees in the patta lands of the ryots should be amended so that the ryots may have the right to sell or cut down all kinds of trees, no matter whether they existed before 1908 or were planted after that year.
2. It should be statutorily provided that the zamindars should set apart every year sufficient funds for laying roads and providing medical, credit and other facilities.
3. Statutory provision should be made for setting apart  $12\frac{1}{2}$  per cent of the total beriz of the village for the salaries of the village officers.
4. The zamindari system should be abolished and all zamin villages should be converted into ryotwari villages and brought under the direct control of the Government.

**Memorandum by Kannankurichi Zamin Ryots' Association, Kannankurichi,  
Salem taluk, dated 30th November 1937.**

I. (a) Property is the creation of law. According to Hindu jurisprudence the ownership of the soil vests in the subject and the king is entitled only to a tax for the protection that he affords to the subject. Whereas in England a subject cannot be the absolute owner of land but only a tenant. We need not go into the minute details of the growth and development of the zamindari system of land tenure. The zamindars are merely the agents of the State to collect the tax due to the State. The foreigners being full of the ideas of feudalism in their country, when they passed the regulations regarding the permanent settlement completely ignored the rights of the ryots, and delivered over as tenants at will, millions of free proprietors to the tender mercas of a race of tax gatherers and speculators who, though not possessing a foot of land have been by a stroke of the pen converted into exclusive proprietors seigniorial lords of the provinces. This blunder was sought to be remedied by subsequent regulations and Acts, but the just claim of the ryots have not yet been recognized. Their claim is long overdue. It rests with the present legislators to restore the ryots to their original status. By doing so they are granting nothing more or nothing less than what the ryots of justly entitled to. The ryots are the proprietors of the soil.

(b) The ryot (tenant) is the full owner of the land including the mining rights. He is entitled to peaceful possession, enjoyment, right of transfer, use, etc. The ryot shall be entitled to use the land in his holding in any manner he likes in conformity to his rights of full ownership. He is bound to pay the tax due to the State. In case the ryot relinquishes the holding after having rendered the same useless for agricultural purposes by opening and working of mines or quarrying, he may be directed to deposit about 20 times the rent with the special court constituted for the purpose to be paid to the State less commission due to the landholder. The zamindar is the assignee or agent of the State. He is only a middleman between the State and the subject employed for collection of tax due from the ryots. The landholder shall be entitled to neither the mining rights in nor the acquisition of the holding of the ryots for purposes of opening and working of mines.

II. (a) Before going into the question of rent we should bear in mind that regulations and Acts relating to land tenures had introduced several terms which had caused great havoc on the status of the individual proprietors of the soil. Tenant conveyed the idea that such person was not the owner of the soil and presumed that there was some other person who is the owner. So also rent connoted that what is paid by the individual proprietor is a payment to the owner of the soil; but whereas what he paid and intended to pay was only a tax due to the State. From this point of view it is quite clear that what the individual proprietors pay is only a tax just as any other tax that was paid by citizens to the State in obedience to law. The individual proprietor pays the due to the State not by way of discharge of a contract but in obedience to the demand made by the State.

The individual proprietor always means and includes the ryot, the pattadar (tenant) and mirasdar. A ryot shall always be understood as a person who is the owner of the soil who leases out the lands or who carries on the cultivation by himself or by employing labourers. The individual proprietor shall never mean nor include the zamindar, the mittadar or landholder, inamdar or jagirdar or poligar.

The ryot is the person who invests capital and labour and carries on improvement and who is in actual enjoyment and possession of the lands. No doubt the ryot shall have to share the burden of the cost of administration of the State; and the State shall not

oppress the ryots with too heavy a burden ; left to itself the State would not cast a crushing load on the ryots. Unfortunately in between the State and the ryot there is a middle-man—zamindar, etc., whose sole idea is to save as much as possible for himself neither caring for the welfare of the ryots nor the State. The ryots are like children at the hands of a step-mother.

Under the present circumstances the zamindars, etc., always think that they are the owners of the soil and the ryots are their tenants or lessees who are bound to pay rent for the use and occupation of the land and forgetting all the while that they are merely agents or assignees of the State to collect and remit the dues to the State less commission. Hence the zamindars, etc., try to collect as much as possible in various ways.

Whether it is termed as rent or otherwise we shall always bear in mind that when we are dealing with the question of the amount payable by the ryots, the question arises what is the fair and equitable amount due to the State. It is obvious that the burden of taxation shall not be too heavy on any section or class of subjects and especially it is desirable that the ryots shall pay a smaller proportion of the whole national charge.

The tax or rent shall be fixed not with reference to the owner or occupier of any particular land ; but it shall be determined after taking into consideration the nature and situation of the soil with other surrounding circumstances.

The dry lands surrounding hills or forests within a specified radius, say about a radius of three miles shall be assessed ranging from six annas to twelve annas per acre.

Dry lands on the plains shall be assessed between six annas to one rupee eight annas per acre, according to the nature of the soil. Wet lands shall be assessed at six pies per cent of land.

(b) So far as lands surrounding hills or forests are concerned they are generally malarial or unhealthy for the cultivators to reside and carry on the cultivation. Further the crops and cattle are liable to be damaged by the wild animals. So a lower rate is intended to be assessed on such lands.

So far as the dry lands on the plains are concerned they may be assessed on a slightly higher rate.

As regards the wet lands there is no irrigation system in its proper sense in this district. But the so-called wet lands depend for its water-supply from the tanks becoming shallow day by day which in their turn depend upon the rainfall. Rainfall is very poor in this district. People are suffering for want of even drinking water. Nothing more need be said about the scarcity of water for wet crops.

Wet cultivation carried on by the ryots with water baled or pumped from the wells shall not be assessed separately as garden rates.

(c) There shall be statutory provision for remission of rent, in cases of droughts, inundation or other calamities of the season and pests.

Remission may be granted on the basis that is followed by the Government in the ryotwari areas.

(d) It is advisable that the rate of rent shall be fixed in money once for all as stated in answer to question II (a) above. It is dangerous to leave the question to the officer or court to decide the rate of rent. The individual ryot will be at a disadvantage in getting redress in deserving cases. At times the litigation may prove too costly and even beyond his reach. It cannot be denied that the ryots are already suffering on account of economic depression due to appreciable fall in prices of food-stuffs, without the corresponding reduction of rent by the zamindars. On the contrary the zamindars were, and are still collecting mercilessly to the last pie from the ryots.

If it is left to the officers to determine the rate of rent the ryots will be at a great disadvantage in the sense that the influence of the zamindars, etc., will have a great weight upon such officers.

(e) The Government shall have reserve powers to revise, alter or reduce the rents in deserving cases and that too within the scope suggested to in answer to question II (a).

III. (a) The powers of collection of rent now given to landholders under the Madras Estates Land Act may be revised to certain extent so as to make it easier for the landholder to realize the amount without harassing the ryots or the ryots being mulct with unnecessary cost.

(b) The landholder shall resort to the collection of rent from defaulters by way of distraint and sale of movables at the first instance.

If he fails to realize the amount by way of distraint and sale of movables he may either proceed to sell the holding or file a suit under section 77; the latter method shall be reserved only in cases of absentee ryots living beyond a radius of five miles from the holding.

The landholder shall tender the patta through the special court constituted for the purpose before ever he proceeds to distraint and sell the movables. The pattadar shall be at liberty to raise any objection before the special court as to the correctness or otherwise of the patta and have it rectified. In view of this provision the present section 77 (b) may be deleted.

IV. (a) The rights of tenants to water-supply are inherent as being appurtenant to the land in so far as they are the owners of the land and it is also a matter of contract where artificial irrigation system exists. In cases of artificial irrigation system the landlord shall not be entitled to wet rate unless water is supplied sufficiently to carry on wet cultivation.

(b) The landholder as such has no any superior right in the water sources in the estate than what the ryot has. The landholder's right is subject to the claims of the ryots over the water sources in the estate.

V. (a) It is most essential that all the estates shall be surveyed; and a settlement shall also be arrived at has been suggested to by us in answer to question II (a). Record-of-rights shall also be maintained compulsorily. There are cases wherein survey alone has been carried out without having record-of-rights. It is desirable that immediate steps be taken to effect the compulsory maintaining of record-of-rights and settlement of rent.

(b) We submit that it is better that the Government undertakes the work, one-third of the cost may be borne by the Government, one-third by the ryots and one-third by the landholder and this will be a fair share of contribution by each of the parties interested.

VI. In addition to the rent the landholder shall not levy and collect any other sum customary or otherwise from the ryots.

VII. (a) Grazing of cattle, collection of green manure and wood for agricultural implements are some of the essential adjuncts of agriculture. The ryot shall be afforded as much facilities as could be available in the locality in respect of the above matters.

As a right the ryots are entitled to free grazing of cattles on hills, forests, plains, tank-beds, etc., in the surrounding localities. The ryot shall also be entitled to collection of green manure or wood for agricultural implements from forests, hills and tank bunds, beds, etc.

(b) The ryots have got inherent right to use them for their domestic and agricultural purposes free of costs. This right is being sought to be curtailed slowly to the great detriment of the agriculturists.

There are extreme cases where certain landholders go to the extent of collecting taxes for the drinking water by cattle and men. Being the gift of God no Government can levy such taxes. To safeguard the interests of the ryots it is desirable that such cases shall be dealt with severely.

(c) *Public paths.*—The public paths whether in ryotwari, inam, or zamindari, etc., villages shall vest in the Government as trustee for the benefit of both the ryot as well as the landholder. Either of them shall be entitled to free use of the paths without any restrictions whatsoever.

In certain cases the landholders are in the habit of levying and collecting tolls from pedestrians, cartmen, cattle, etc. This system of collection shall totally be prohibited; and defaulters shall be dealt with severely.

*Communal lands.*—Communal lands shall mean and include, threshing-floors, cattle stands, village sites, burial grounds, beds and bunds of tanks and of supply, drainage, surplus of irrigation channels, grazing grounds and etc. These lands shall be preserved for the common use of the ryots. The landholder shall have no right in or over these lands. The tank-beds shall never be cultivated or assigned for cultivation, or leased out for any other purpose. If it had been assigned, leased out such lands shall be acquired at the cost of the landholders, for communal purposes. A few remarks about conditions of the tanks will not be out of place.

The tanks are becoming shallower and shallower due to natural causes; and if tank-beds are allowed to be cultivated, the process is accelerated and the tanks are becoming almost useless for the purpose to which they are intended for. More silt

is deposited in the tank-beds when water washes down the ploughed loose soil to the lower level. Thereby the depth of the tank is reduced from time to time and the storage capacity decreased.

Interested cultivators of tank-beds are in the habit of diverting the flow of water to the tank so far as it lies in their power to save their own crops that they might have raised in the tank-beds. Conflicting interests are created in that; by the ayacutdars desiring to store more water for their legitimate use and the tank-bed cultivators wishing that no water is stored.

Grazing grounds shall not be leased out or cultivated or assigned for cultivation by the landholder or any other person.

*Hill and forest poramboke.*—The ryots shall be entitled to avail themselves of the natural facilities afforded by hill and forests free of cost. The ryots may be permitted to gather fuel for domestic purposes, take green manure, and wood for agricultural implements and graze.

VIII. (a) Mainly tanks are our irrigation works. They have been neglected throughout and left in a state of disrepair as much as it could possibly be done. There is no effective provision obligatory enough on the part of the landholders to have the irrigation sources and works in a state of good repair; on the contrary there are ample provisions to check the ryots from seeking any remedy either from the landholders or from the Government. The obstacles placed in the way of ryots are of a prohibitive character.

It may be said that the landholders are immune from any action being taken against them by the ryots even for grossly neglecting to maintain the irrigation sources and works. In cases of existing tank though in a very bad state of disrepair and ceased to serve its purpose for which it is intended, there is no end to the collection of wet rate made by the landholders from the ayacutdars.

Secure of their position the landholders are able to collect wet rate mercilessly to the last pie from the once ayacutdars even in cases where the tank had totally disappeared long since without even any traces of its existence, and the tank-bed and bunds having been assigned for cultivation, assuming for their purpose that there existed tank.

There is no way out for the ryots to escape from this unjustifiable collections made by the landholders. As regards the fair and equitable nature of rent the presumption—which is a dangerous presumption—is also in favour of the landholders; and get a decree against defaulting ryots from revenue courts as a matter of course. We submit that for purposes of levying and collecting wet rate the ayacut area shall not exceed the full tank level area.

A thorough survey of all the irrigation works shall be conducted with particular reference to the area of the tank-beds the length of the bund, the full tank level, the dimensions of the supply, drainage, surplus and irrigation channels, and the catchment area of the respective tanks. The respective landholder shall bear the entire cost of the irrigation survey. The irrigation survey records shall be maintained and preserved by the Executive Engineer, the Superintending and the Chief Engineer, respectively shall also have a copy of the said records.

The Provincial Government shall be vested with the rights to supervise, and to undertake the repair or maintenance of irrigation works. Once in a year the irrigation works in the estate shall be inspected by an officer of the Engineering Department not below the rank of a Subdivisional Officer, who shall send an inspection report to the landholder through the District Collector.

The report shall contain the detailed estimates of the repairs to be carried out and the time required for the same. Within a fortnight of the receipt of the order, the landholder shall commence work and intimate the same to the Executive Engineer and the District Collector and complete the repair mentioned in the report to the satisfaction of the Executive Engineer within stipulated time.

If the landholder fails to carry out such works, the Executive Engineer shall undertake and complete the repairs as per estimate with the funds provided by the Provincial Government for the purpose. The cost shall be recovered from such landholder by the District Collector as land revenue.

Such powers should be vested in the Government *suo-moto*.

IX. Yearly jamahandi is absolutely necessary as in the case of ryotwari villages, to enable the ryots to obtain redress of their grievances.

X. The status of under-tenants to the pattadars depends upon contract as between them. Such under-tenants do not generally attach themselves to the same pattadar for any length of time. We submit that they be granted the same status as the under-tenants of the ryotwari pattadars. The zamindars shall have no claim or power over the under-tenants.

XI. (a) It is desirable that a special tribunal be constituted for the purpose.

(b) Special courts shall be constituted for trying actions and proceedings between the landholders and the ryots.

The revenue courts have neither time nor inclination to try such actions and cases. It is humbly submitted that the poor ryots could not hope to get justice done to them. They have to wait from morning to evening and cannot be sure about the time when their case will be taken up for trial. They are deprived of the service of the council for such cases are taken up only in the absence of any other matter and the courts have neither patience nor sympathy to hear and decide cases involving civil rights.

XII. (a) In respect of unauthorized occupation of lands by the ryots, the zamindar shall have no right of evicting the ryots. He shall be entitled only to collect rent from such ryots at the lowest rate obtained in the adjacent holdings.

Unless consent in writing is given by the adjacent ryot the landholder shall not assign such land to any other person.

Such lands shall be assigned to the adjacent ryot without any premium whatsoever.

If such lands are assigned to or had been assigned to strangers to the detriment or inconvenience of the adjacent ryot, such assignment shall be void.

Any person found to be in continuous occupation of unoccupied land other than communal land in an estate for a period of six years prior to 1st of January 1937 shall be entitled to the grant of a patta to him with respect to such lands and shall not be liable to ejection by the landholder by reason of any decree or order of any competent court passed previous or subsequent to the 1st January 1937.

All such evictions after the 1st January 1937 shall be of no effect and all persons who have been admitted by the landholder to be the ryots of such lands shall be deemed to have acquired no interests in such lands adverse to the persons who have been evicted therefrom in contravention of the provisions mentioned above.

On the application by the evicted persons within one year from the date of commencement of this Act the landholder shall be bound to grant a patta and place them in possession.

Such evicted persons who have been admitted as ryots under the foregoing provisions shall be bound to compensate the outgoing ryot for all the improvements effected by him on such lands as determined by competent authority.

(b) The inamdars may be directed to pay jodi, poruppu or kattupadu direct to Government instead of paying to the respective landholders.

We also beg to place some of our grievances before the committee as follows:—

- (1) The landholder by himself shall not be empowered to impose fine on the village officers.
- (2) The landholders are in the habit of collecting tree taxes from the ryots even though there is no tree existing. Such collection shall be considered as illegal and totally abolished. Trees when they become dry and fall down shall belong to the ryot. The landholder shall thereafter have no manner of right in it or on account of it.
- (3) In case the holding of a ryot is brought for sale for arrears of rent, the landholder nor his staff or the village officers shall be entitled to bid in the sale.
- (4) The holding of a ryot might have passed several hands by transfer or assignment, but the patta is not promptly transferred in the name of the present owner. The landholder shall be directed to enquire and issue pattas in the name of the present owner of the holding.
- (5) The landholder shall not be entitled to collect wet rates from the dry areas in case rain water is used for wet cultivation.
- (6) There is economic waste of labour and time and increased cost of cultivation due to want of proper roads and pathways. The existing roads are in a very bad state of disrepair. We submit that provision may be made for maintaining the roadway in good repair and also new roads and pathways may be

constructed to facilitate agriculture. It is a pity that every ryot is asked to pay road-cess; without providing him with proper road ways to carry on his avocations profitably. Whereas other sections of the public have the comfort of using good roads.

(7) The ryot shall be entitled to take silt from the tank-beds and river beds, free of cost.

We therefore request the committee that they will deeply consider over the humble suggestions made by us and strongly recommend to the Madras Government to take emergent legislative measures in the lines suggested to by us and mete out bare justice.

*Secretary.*

**Memorandum by the ryots of Singalandapuram Mitta, Rasipuram taluk, Salem district.**

The Memoranda submitted by the ryots of the Singalandapuram mitta, Rasipuram taluk, Salem district, through their representative and legal adviser, Mr. O. R. Parthasarathy Ayyangar, B.A., B.L., vakil, Salem, for the kind consideration of the Parliamentary Committee.

1. (a) It is the tenant that is the proprietor of the soil. The tenants do not derive any title from the zamindar. The tenant has already been on the soil even before the zamindar came into being. The zamindar is only the collector of rent as Sir Thomas Munro calls him, 'a farmer of rent'. There is absolutely no ground for laying down that the rights of the ryot in zamindaris invariably or even generally had their origin in express or implied grants made by the zamindar. The view that in large majority of instances, it originated otherwise, is the one most in accord with the history of agricultural landholding in this country. For in the first place sovereigns, ancient or modern did not here set up more than a right to a share of the produce raised by the ryots, in lands cultivated by them, however, much that share varied at different times. And, in the language of the Board of Revenue which long after the Permanent Settlement Regulations were passed, investigated and reported upon the nature and rights of ryots in the various parts of the Presidency "whether rendered in service, or in money or in kind and whether paid to rejjass, jagirdars, zamindars, poliagars, shrotriyamdars, inamdars or to officers of Government, . . . the payment which have always been made are universally deemed the due of Government." (Proceedings, Board of Revenue, dated 5th January 1818, quoted in Diwan Bahadur Srinivasa Raghava Ayyangar's Progress of the Madras Presidency: see also paragraphs 75 to 78 of the observations of the Board as to the relative rights of zamindars and ryot in the Board's Proceedings, dated 2nd December 1864, appended to the second report of the Select Committee on the Rent Recovery Act, 1864.) Therefore to treat such payments by cultivators to zamindars as rent in the strict sense of the term and to imply therefrom the relation of landlord and tenant, so as to let in the presumption of law, that a tenancy in generalise from year to year, would be to introduce a mischievous fiction destructive of the rights of great number of cultivating classes in this province who have held possession of their lands for generations and generations. In support of this view that there is no substantial analogy between English tenant and Indian ryot, it is enough to cite the high authority of Sir Thomas Munro. Writing in 1824 he observes, "the raiyat is certainly not like the landlord of England; that neither is he, like the English tenant" (Arbuthnotes Selection from the minutes of Sir Thomas Munro, Volume 1, page 234) and why is this so? It is for the simple reason that the right of the ryots came into the existence mostly not under any letting by the Government or its assignees, the zamindars, etc., but independently of them. According to the native authorities, such rights were generally acquired by cultivators entering upon the land, improving it, and making it productive. Manu and other Hindu writers have rested private property on occupation as owner and right to possession of land is acquired by the first person who makes a beneficial use of the soil. Hence the well known division in these parts of the great interest in land under the main heads of melvaram and kudivaram interest. Sir Thomas Munro puts it very clearly. He says "a ryot divides with the Government all the rights in the land. Whatever is not reserved by the Government belongs to him. He is not a tenant at will or for a term of years. He is not removable, because another offers more."

I. (b) As stated above, the tenant has the absolute right in the land. He has the right to alienate the land by sale, gift, mortgage or otherwise and interest continues so long as the ryots pays rent to the landholder and he can use the land as he pleases without in any way impairing the land for agricultural purposes. But under cover of this principle, the zamindars try their best to eject the tenant, because he has dug some pits, or quarried

some stone or made some bricks out of the mud excavated for levelling the land. The Act is in this respect very defective. The landholder does not loose anything. So as the tenant pays the rent the landholder is not a looser. The land may be dry land and the tenant in order to improve the same by digging a well and gives irrigation facilities to the land, and if the tenants make an economic use of the mud, by making them into the bricks, the landholder rushes to court to eject the tenant. The rock and stones and mud belong to the ryot. The landholder should not be allowed to eject the tenant, unless the ryot has permanently made the land unfit for agricultural purpose. The right that the landholder has in the land is the melvaram interest that is right to collect the rent or the king's snare.

II. (a) Fair and equitable rent has not been defined in the present Act. Some decisions lay down that the paimaish rate is the proper rent. There are other decisions which go to the extent of laying down that contract rate may also be the proper rent, in spite of the fact that the contracts between parties are invalid if they are not in accordance with law. Section 24 of the Act lays down, that rent cannot be enhanced and as such contracts increasing the rent are unenforceable. But under Act VIII of 1864 (the Rent Recovery Act) all contracts whether express or implied were enforceable. The fair and equitable rent has therefore to be fixed and fixed permanently without giving any room for the landholder to enhance the same under some pretext or other. For the ryot is still helpless in spite of all the tenancy laws which tries to secure fixity of terms. It is now close upon a century and a half since the late Sir Thomas Munro, expressed his apprehensions regarding the position of the ryot and the zamindari. In his evidence before the House of Commons on the 15th April 1812 he said as follows:—"The authority of the zamindar is so great that he will always find means, while they exist, to levy extra contribution on ryots in spite of the utmost vigilance of the officers of Government." Whatever might have been the motive of the aforesaid far-sighted statesman for the apprehensions in those days, their effect has occasionally been felt of late in the enhancement proceeding. I must say that the fear of enhancement of rent by landlords does exist in this district in one form or another. In the Salem mitta and Singalandapuram mitta situated in the same district, a separate rent is charged on the trees raised by ryots lands who pay land-tax as well. This attempt led to a series of suits between the zamindar and the ryots which went up to the High Court which finally held, the tree-tax separate from the land-tax as a valid one.

The decisions were based on proved custom. The above decisions have upset the whole existing order of things in Salem. The evils arising from the unfavourable position of the zamindari ryots under the existing law in consequence of the omission to define therein their rights and liabilities in clear and positive terms cannot be better described than in the words of Sir Thomas Munro. In his minutes of 31st December 1924 he says "he (the zamindar) might raise the assessment. If he were an old zamindar or a hill raja he fear of violence would deter the ryot from complaining. If he were a new zamindar the ryot would nine times in ten submit quietly to the loss not from fear of personal injury but from the well-founded fear of losing his cause in court."

The prophesy of Sir Thomas Munro was realized in Salem. Since then there is an attempt at introducing the system of tree-tax separate from land-tax for all the trees growing upon the ryots holding in the other zamins. Hence there is fear of enhancement of rent, in the shape of double rent in cases of mango, coconut, plantain, betel, areca and other crops.

In some zamindaris, the enhancement of rent in the shape of wet and garden rates is levied by the landlords of the ryots on the ground that the ryot raised wet crops. Some zamindars occasionally levy contributions on agricultural and domestic implements taken from jungles as also grazing fees although the tenancy law does not expressly authorize. The position of the ryots under the Tenancy Law can be best described in the words of Sir Thomas Munro "The ryots by being placed under him (the zamindar) sink to the rank of tenants of the Government to that of the tenants of an individual. They are transferred from a superior, . . . to one whose interest is to enlarge his property at the expense of theirs, who seek, by every way, however, unjustifiable to get into his own lands of the villages and whose situation affords him many facilities in depriving the ancient possession of them." Hence, all protection must be given to the ryot so that his position may be secured and there may be fixity of rent and tenure. Any amendment must be towards the fixity of the tenure, leading no room for doubt.

II. (b) The considerations that should be taken into account for fixing the fair and equitable rent are the improvement affected by the tenant on the soil, the improvement effected by the landlord, by which the tenant's land gets some extra benefit. In case the



land loses the benefit, there should be a corresponding reduction rent. Further the rate fixed in the neighbouring lands in the adjacent villages, with similar advantages both in zamins and Government villages should be taken into account along with the nature of the soil, the facilities for transport and the yield in the locality and the price of the food grains.

(c) There should be a statutory reductions of rent as in Government villages. The Revenue Divisional Officer should hold jamabandi and as in Government villages reduction every year of rent on wet lands should be ordered by the Revenue Divisional Officer in years of drought as and famine. This power should not be given to the zamindars and the remission which are applicable to Government villages, should *mutatis mutandis* be applied to zamindari villages also.

(b) The rent as has already been fixed at the time of paimash, there is a record called the kayam tirva account of Durmathi year and the rate should be fixed once for all in any area after taking into consideration the various items mentioned in II (b) above and not leave the matter to be determined by any officer of court as it not only gives room for unhealthy litigation but also saps the vitals of the poor tenant. The rate should be fixed once for all and not leave the matter to courts to decide.

(e) Of course the Provincial Government should have full powers to revise the orders of the Revenue Settlement Officers in the matter of fixing the rate of rent.

III. (a) The powers of collection of rent now given to landholders under the Estate Land Act require revision, both in procedure and substantial rights.

The power of the landholders to bring the property to sale by distraint and attachment of the land is a cumbrous procedure. That the expense now incurred by the landholder is so heavy that the poor tenant is unable to bear. The procedure of notifying the same in the district gazette is very costly. There are court sales under the Civil Procedure Code and the procedure adopted for court sales may also be applied for the proceedings of sale under section 112 of Estates Land Act and rent decrees. There is no difficulty now, as the whole of the Civil Procedure Code is made applicable under the present Act. A copy of the sale certificate may also be sent to the Sub-Registrar for being filed in his office and thus the fact of sale will be notified to the public. With regard to the procedure under section 112, the Collector should first insist on the copy of the patta exchanged or which is in force, to be produced along with the application under section 112.

Distraint is a thing which is unknown to the Indian law and the procedure now in force is so very complicated that it not only entails a long delay but also a heavy loss. To avoid all these, the landholder should have power to apply to the revenue inspector, as in the case of ryotwari tenure, to authorize the village munsif to distraint movables such as cattle, etc., of course other than those exempted under section 60, Civil Procedure Code, and sell them after 15 days of the attachment. This would give great relief to both the ryot and the landholder, with all its safety and also speedy and less costly machinery for the recovery of the arrears, of course with the eight kists for payment.

IV. The right of the tenants to water-supply depends upon the classification of the land and is inherent to the land and it is not a matter of contract. The sources of irrigation at the time of the permanent settlement has been fixed. The area cannot be increased by the landholder by contract with parties, as by increasing area for irrigation, the supply for the paimash wet lands become precarious. The landholders, in their greed to increase their income are ready to convert the dry lands into wet and some tenant also agree to pay increased rate for the landholder agreeing to allow the use of water. In case they are also allowed to use the water from the source to the dry lands, the original wet ayacutdars' supply is diminished. By such increase of the ayacut the real holders of wet lands are put to heavy loss and thus there is not only loss but also the mutual strife in the village is increased.

The landholder has no superior right in the water-sources, except his right to preserve the same for the benefit of the lands which are entitled to the right of irrigation. In case the landholder increases the rate, which increase cannot go higher than return of six per cent on the outlay. This rate must be fixed by the Collector of the district, after the improvement has been registered. After the registration of the improvement, the Collector should also fix the area which will be irrigated by the said new sources or the old one improved. Further the ryots who are entitled to the source of irrigation must also be directed to preserve the channels and feeders of the source.

V. (a) All estates should be surveyed and a record-of-rights compulsorily maintained. This will leave no room for any doubt about the rights of the parties. This is very important. Though the system is called a permanent settlement, there is neither any settlement nor permanency as between the landholder and the ryot. Further, the wet ayacut under each source must be fixed and should not be increased at any cost.

As for the cost of the survey and record-of-rights, the landholder should bear the whole cost of survey and the tenant the price of the demarcation stones. The reason is that the landholder by simply keeping quiet in his house collects the rent from ryots, whereas the ryot who has to toil all the year round without sufficient recompense, for his labour and outlay, with this unsettled state of the land law on the one hand and the greedy money-lender harassing him at every step, and above all the precarious rainfall in these days staring in the face.

VI. The landholder is not entitled to levy any customary or other fees on the ryots under any name whatsoever.

VII. The tenants should be allowed rights of free grazing which alone will make him maintain good cattle and the right to cut green leaf and wood for bona fide agricultural and domestic purposes free of cost. Otherwise, the tenant is not able to improve the land or manure the same.

Public paths and communal lands should be preserved and the landholder should not assign them for cultivation or convert them for any purpose other than the one for which the same was reserved. The landholder should preserve the forest, by which alone rain could be ensured. It is only on account of deforesting that the rain in these parts have become scarce and in one estate Singalandapuram, water even at the depth of 60 feet is scarce though they are forced to pay Rs. 15 per acre and in this village. All tanks, hills, tank bunds, are all assigned on patta to ryots.

The tenants should be allowed the full benefit of the natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements. Cattle breeding was formerly a part of the occupation of the agriculturists. Since the introduction of the forest laws or forest rules all facilities for this industry are cut short, and Salem cattle have therefore lost their reputation and attraction and are now decidedly deteriorated, in spite of the Cattle Breeding Station at Hosur. The famous Alambadi and Tiruchengodu breeds belong to the district. Salem was once supplying the neighbouring districts with its superior stock, as tilling and draught cattle, but there has been a rapid deterioration in the quality and decrease in the number owing to the constant attack of cattle disease and forest laws. I believe there exist obstacles to the extension of irrigation arising from insufficient supply of cattle suited to the cultivation of irrigated land for the following among other grounds:—

- (a) The want of introduction, cultivation and preservation of fodder crops in the district to enable the ryots to meet the required demands of their stock throughout the year.
- (b) The absence of the formation, extension and maintenance of common free grazing grounds and jungles to meet the existing demands.
- (c) The existence, maintenance of specially protected reserve forests, reserve and the proposed reserved land, wherein grazing is rendered doubly penal, (i) by imposition of a fine levied under Cattle Pound Act, and (ii) by prosecuting the owner and convicting him again under the forest rules and laws; a double punishment inflicted for a single offence. Forest rules, no doubt, allow grazing on permits issued on payment of the prescribed fees. But these permits are often offered much hardship to the ryot population. In my opinion, the forest law, as it now works for will in the long run exterminate the valuable species; no special area is set apart for the browsing in the neighbourhood of places where they are kept by agriculturist.

In the case of zamindari tracks, the zamindar, who is the owner of all hills, dales and porambokes assigns every nook and corner leaving no space for the cattle to graze. For instance, in the Singalandapuram mitta in Salem district the zamindar has assigned all the hills, tank beds and channels and all porambokes. The zamindar has assigned the old tank bed which is at about 200 acres in extent now converted into wet lands and put up a new tank with an area of 50 acres. Thus when the villagers had 200 acres of tank bed for grazing their cattle, they are now deprived of it and even the slopes of hillocks have been assigned.

The efficiency of a farm is admitted on all hands, to be due to systematic manuring. But without keeping in a stock a sufficient number of cattle, sheep and goats, this demand cannot be supplied. In order to maintain a fold successfully, common free grazing ground is indispensable.

But this is virtually denied by the forest laws and forest rules. Further owing to excess cultivation in recent years in the villages, no cultivable area or other waste land is available for grazing.

VIII. (a) All major works of irrigation including big projects irrigating an area of 200 acres and upwards and all other railway-affecting small tanks are classed as works and are in charge of the Public Works Department. The maintenance, silt clearance and other repairs of minor irrigation works, whether in Government or zamindari villages are supposed to be attended to under "kudimaramat" system or free labour constituted by ryots. The headman of the village or the village officer through his influence as such has to look to the performance of conservancy and repair according to the rules and orders of the Board of Revenue. But unfortunately he is not invested with any power to enforce the due performance of the customary labour as occasion arises. The only punishment he can give the ryots under the rules is to warn them for losses caused by their negligence to perform the usual works of conservancy and repair. Hence the repair executed in reference to minor irrigation works is by no means satisfactory. The result is that tanks, anicuts and channels are silted up year by year and offer obstruction to free flowing. The channels and embankments are covered with prickly-pear and other pernicious weeds and underwoods. No earth work is properly done to clear up accumulations and other obstructions in the channels; hence great confusion exists in regard to repairs of minor irrigation works. The taluk or divisional officers of the Revenue Department evince little or no interest during their tours in this behalf. No returns are called upon to show how many cases of minor irrigation works and their supply channels were inspected by them. Legislation is sadly wanting to regulate a systematic executing of the above works or to exact free labour from the cultivators. The question of agricultural improvements such as attending to all repairs to irrigational works to bring them into thoroughly satisfactory state is one of the vital importance in this country. The Government will be conferring an inestimable boon upon the agricultural population, if it takes up the question in their hands at an early date. For under the Hindu society, in villages, where co-operation is sadly wanting even among the members of the same family or society, they do not make a common cause, even in the matter of petty repairs connected with productive works of irrigation. It is therefore necessary that the Government should take over the repairs in their own hands for the benefit of the owners concerned and bring the work to the same satisfactory state as Government works and recover cost from the landholder.

Very much inconvenience is really experienced from the liability of tanks to silt up. Every shower of rain which supplies the tank with water by means of the surface drainage from the catchment areas bring on accumulation of particles of earth from the soils under cultivation and decayed vegetable matter from the jungles. Occasionally cultivation is allowed even within the waterspread. In most of the zamindaris, such as Salem, Kanankurichi, Singalandapuram, Andipatti, major portion of the tank beds are assigned and the waterspread is not even a fourth of what it ought to be or what it was at the forms of permanent settlement. Alluvial matter accumulates itself in the beds of tanks year after year in so imperceptible a degree, that I think, it is impossible to keep any statistics as regards the annual depth of this accumulation. To my knowledge there is no custom of removing the silt by dredging or otherwise. Accumulation of alluvial earth forming into clay from within the beds of tanks, are being taken away by village potters for manufacturing pots, tiles, etc., and sometimes bricks. The finest alluvial deposit on beds which mainly consists of decomposed and decayed animal and vegetable matter are occasionally used for manuring impoverished lands, who find it difficult to maintain cattle. Further the hill tops and slopes are being rendered bare and bald with the result that rain is made scarce. Further the ryot who has to cultivate his lands has to get his implements. The Agricultural department, who are making researches on lines, advise the ryots to substitute iron ploughs for the wooden ones. The iron ploughs are supplied by the department itself. The ploughs are purchased by the department for Rs. 5 from the maker and are supplied to the tenants for Rs. 6 thus making a profit of 20 per cent. Moreover the spare parts are costly and not within the easy reach of the ryot and by substituting the iron plough for the wooden one, we only foster imperial preference. Whereas, if the wooden plough is kept, it cannot only be substituted easily but also remedies the unemployment problem to a certain extent. It gives work to the village coolie, carpenter and the blacksmith; thus the ryot should be allowed the use of the wood for bona fide agricultural purpose. So also the ryots should be allowed to cut green leaf for the manuring of the wet lands.

(b) The tenants have an inherent right to use the trees and leaves for their domestic and agricultural purposes free of cost. The Forest department was reorganized in accordance with the suggestions of Dr. Brandies and a Forest Act passed for Madras Presidency, Act V of 1882. Side by side with the Forest department, a Jungle Conservancy Fund was organized in 1859 under the Revenue department with the object of conserving and extending village jungles, a local tax on firewood and charcoal made for

sale was levied through the village officers and applied for the formation of plantations, topes and avenues being understood that the privileges of ryots in fuel, leaves for manure and wood for implements intended for their own use and not for sale should be left undisturbed. (The Manual of Administration of the Madras Presidency, page 315, footnote.) Thus, the villagers, who were enjoying these ancient unrestrained privileges should be revived.

(c) The communal lands, paths, have all been excluded from the assets of the mita. The landholder has no right in any of these communal lands and paths. On hills and forest porambokes, the landholder has absolute right of ownership subject to the right of free-grazing and removal of wood and green leaf for manure by ryots.

If such clearance are made in tanks the zamindar charges the ryot and levies some fee. It is very much to be regretted that both ryots and zamindars have not understood the usefulness of the accumulation. The above methods of silt clearance do not count for anything at all. In my experience I know that tank beds which were deep when I first saw, have now been silted up to heights varying from three to four feet and are getting shallower year by year. Towards the prevention of the ultimate silting up of the tanks no attempt was ever made and no steps are being taken. If this state of thing is allowed to go on, I am afraid, that in the course of half a century or so, all tank beds will doubtless come up to the level of their embankments.

Provincial Government should have power to compel the landholder to repair these sources and in case of default to take up the work themselves, as is now done, with regard to railway-affecting tanks. The Government should authorize the Public Works Department to inspect the tanks every year and in case of need order repairs under the direct supervision of the Government.

IX. The yearly jamabandi must be made compulsory, and that the Revenue Divisional Officers should be made to hold jamabandi as in the amani villages, so that the ryots of the mita may also have an opportunity to vent their feeling to the Government and get redress. This will also help the ryots to get remission for drought and famine, and the irrigation works may also be inspected by the Officer holding jamabandi, so that the source of irrigation may be kept in a perfect condition.

X. There are a class of tenants called under-tenants of the ryot. The Madras Estates Land Act is not applicable to this class of tenants, and the relation between the ryot and the under-tenant is one of contract and governed by the Tenants Protection Act. The landholder has no direct connexion with the under-tenant. The under-tenant under the ryot has no power of alienation and his relation with the occupancy right is a contractual relation and payment of competitive rent. The occupancy ryot can evict the under-tenant under the provisions of the Tenants Protection Act and that he is a yearly tenant or one at will for a term of years. Unlike the occupancy ryot, the under-tenant can be driven out for breach of contract or other provisions. The under-tenant acquires no occupancy right in the land nor by adverse possession, as his possession is only permissive.

*The relation of the zamindar to the under-tenant.*—There are two classes of under-tenants. Tenants cultivating the pannai lands of the zamindar and the other class is the lessee of the zamin itself. There are cases where permanent lease of the whole village is granted by the zamindar on condition of the lessee paying a fixed amount every year. Here also as in the first class of cases, the tenant is in the same position as the tenant under the ryot; in case of disputes, it is the zamindar that has to prove that the land is his home farm or pannai lands, as all land in an estate are ryoti lands. Then it is for the tenant to show that he has acquired occupancy right in the land. In the second class of cases, the under-tenant of the whole village the relationship is also one of contract, and the contract is a permanent one, and the zamindar cannot eject him or otherwise drive away the under-tenant. The zamindar is only entitled to his lease amount which he can recover by way of suit. In case the zamindar fails to pay the amount, the under-tenant's property will be sold in auction for arrears of peshkash and the lease will come to an end. If the under-tenant is careful to have his name registered in the registry, then the Collector would give notice of the default of the zamindar, when the under-tenant can pay the amount of arrears and thus save the property from being sold in auction for arrears of public revenue. The zamindar has no connexion with the ryots at all. Just like the zamindar being an assignee under the Government, the under-tenant is an assignee under the zamindar. This under-tenant has the right of alienating the property demised, and can also mortgage or sell or gift it away. This class of leases is called ijardars.

XI. The Board of Revenue should not be final appellate authority as well as the revisional authority in all proceedings between the zamindar and the ryot. The High Court should be final appellate authority. Further, all disputes should be tried by Special Tribunals constituted for the purpose with a right of appeal to the High Court, from the decision of the Special Tribunal. Before the present Act, there was concurrent jurisdiction vested in both the civil and the revenue courts, and it is only under the present Act, that exclusive jurisdiction for the revenue courts have been given. As the presiding officers in revenue courts are lay men, without any training in law, it is better that they also should be trained and a course of training in procedure and civil law given to them in case the jurisdiction is continued in the revenue court. It is better to create a Special Tribunal and take away the jurisdiction of the revenue court. For example, when the tenants in Singalanthapuram village filed a petition for reduction of rent under section 38 (1) (b), the tenants alleged that the permanent source on which the wet lands depended has become extinct. The landholder alleged that the source mentioned by the tenants was not the source, but another source was the source for the wet lands. Then an issue was framed as follows. What is the source of irrigation for the suit wet lands? The court after elaborate enquiry gave a finding that neither was the source and dismissed the petition. If only the presiding officer had a legal training such a finding would not have been arrived at. Hence it is submitted that the civil courts may be given the jurisdiction to try suits under the Estates Land Act failing which Special Tribunals created for trying suits under the Act.

XII. (a) The zamindar should not have the power to evict the ryot. The tenant trespassing on the poramboke should be charged with the double dry rate as the sivayijama cultivator in amani lands are dealt with. But at the same time, the zamindar should not be allowed to assign all porambokes, and the tenants also should not be allowed to occupy all porambokes. Communal porambokes and forest should be reserved for communal and grazing purposes, and it is only the old wastes which is at the disposal of the zamindar that should be allowed to be assigned. In case the ryot pays three to five times the assessment as nazar, the landholder should be compelled to assign the poramboke occupied by the ryot.

Further, lands which are set apart for communal purposes and for irrigation purposes, and which have been assigned by the landholders should be recovered to communal purposes, and the occupiers of such lands evicted.

(b) Of course, the law with regard to collection by the landholder of jodi, poruppu, kattubadi from the inamdars require revision. As the law stands at present, the zamindar has no charge for the arrears of jodi, etc. In case of default by the inamdar to pay up the arrears, the zamindar has only a right to file a suit in a civil court and get a simple money decree. Jodi, etc., is also rent, but at a favourable rate. Hence, the particular land for which the jodi falls in arrears must be created a charge, as rent is the first charge so that there may be security for the zamindar for the amount due to him by the inamdar.

C. R. PARTHASARATHI AYYANGAR,  
Vakil, Salem.

#### Memorandum by the ryots of Shivapet, dated 25th November 1937.

1. Landholders and ryots.
2. Almost all the lands under zamindari villages are under the occupation of ryots only.
  - (a) The land tax should be in accordance with ryotwari villages and collected accordingly.
  - (b) It is very well known to one and all that the land tax of Annathanapatti and Pallappatti villages in Salem taluk is higher than ryotwari villages.
  - (c) A special power, therefore, is necessarily to be vested with the Government to reduce and correct all such cases when necessary.
  - (d) With that special power the land tax can very easily be fixed through the Revenue Settlement department which specially works for it.
3. No amount other than land tax need be collected by the zamindars from the so-called poor agriculturists on any account.
4. The agriculturists of zamindari village should freely be permitted for grazing cattle in waste lands and gather manure therefrom, besides that of other natural conveniences hitherto being enjoyed.

5. The zamindars should not obstruct any of his subjects from so gathering manure purely for agricultural purposes.
  6. All sources of irrigations such as anicuts, channels, etc., should necessarily be inspected and repaired once a year, in the least.
  7. A special power is also to be vested with the Collector of the districts to see if all such repairs are properly being carried out.
  8. Otherwise the Government will on sufficient grounds make all such repairs and the cost must be recovered from the zamindars concerned.
  9. There should also be a jamabandi checking of village accounts of zamindari villages once a year as that of ryotwari villages.
  10. All the disputes between the ryots and zamindars must be remedied only through civil courts.
  11. As there are still so many zamindari villages unsurveyed, those must now necessarily be surveyed and the lands are to be assigned in the names of real occupiers of the same and the tax be fixed according to the actual measurement.
  12. The Government should vest power with itself to insist such survey.
  13. The purchaser of any zamindari lands should necessarily be made a registered pattadar, in the same fasli without which the zamindars should make no collection of the land tax for such lands from any parties privately or through court.
  14. The agriculturists of zamindari village are not having the facility of receiving any loan with the registered banks or co-operative societies or land mortgage banks for the reasons that the lands are not surveyed and the pattas are not effected in the names of real owners and the extents of lands are not in accordance with the village accounts maintained by the zamindars.
  15. The Government should have special power to enforce the zamindars to get all the lands surveyed, and land taxes fixed according to the actual extent.
  16. The land tax for wet lands in any zamindari village should not exceed Rs. 10 and Rs. 7-8-0 per acre according to the classes of the source and any amount more than that should therefore be modified and corrected.
  17. All the registered banks and co-operative societies and land mortgage banks must be put to co-operative and keep the agriculturists of all the zamindari villages like that of ryotwari and grant loans according to the circumstances and value.
  18. The village accounts of Pallapatti village in Salem taluk will not show the real owners of lands since many years 75 per cent of it are utterly false and incorrect.
  19. The rains during the year in Salem district especially are few and the tanks are of only three months capacity utmost.
  20. The land tax for instance is on an average Rs. 17-8-0 per acre of wet land in Annathanapatti and Rs. 15 in Pallapatti.
- Under the circumstances your humble petitioners pray that your honour may kindly be pleased to make a personal enquiry in the matter and render the poor ryots all such protective measure prayed for, in this, in addition to all such other relief as your honour finds deem fit.

**Memorandum by the Yercaud Ratepayers' Association, Yercaud, dated  
8th December 1937.**

- I. (a) The zamindar.  
(b) The improvement of the land to produce good crops.
- II. (a) Rs. 2 per acre of wet land and Re. 1 for dry land.  
(b) Irrigation facilities, nature of the soil, position of the land with regard to easy access, transport, etc.  
(c) Yes. Bad season such as failure of the monsoon, cyclone, storm, floods, cattle disease and insect pests which cripple the tenants considerably.  
(d) It is advisable to settle the rate once for all.  
(e) Yes. In the interest of the tenant the Government must have reserve powers.
- III. (a) Yes. Certainly.  
(b) The system in force for collection by the Revenue Department.  
(c) Arbitration.
- IV. (a) It is inherent and must be so recognized.  
(b) No.
- V. (a) Yes.  
(b) The landlord should bear the whole cost.

VI. No. This will lead to oppression.

VII. (a) These are facilities which the tenant should possess and must be recognized as inherent.

(b) Yes.

(c) Common. The tenant should have the same right as the landlord.

VIII. (a) The burden must be on the landlord. He should be held responsible to see to this.

(b) Yes, in the interest of the tenants. The cost should be recovered from the zamindar.

(c) On application.

IX. Yes.

X. The same as exist in ryotwari lands. The under-tenant must have the same privilege from the pattadar which he enjoys from the zamindar.

XI. (a) Yes. Arbitration in the first instance would simplify matters. The decision of the Board of Revenue should be final.

(b) Litigation, which always involves time and money, should be vetoed. Revenue courts should decide all cases and that speedily.

XII. (a) All such cases should be decided by the Revenue courts.

(b) Yes.

[Illegible],  
Honorary Secretary.

**Memorandum by the inhabitants of Saptur village, Saptur zamin, Tirumangalam taluk, Madura district, dated 5th December 1937.**

1. (a) Before the British rule in India, Muhammadans and before them Karnataka Rajahs had ruled India. India is pre-eminently an agricultural country. About 78 per cent of the people are agriculturists. Though the rule and the Government may change, the agriculturist, the owner of a particular land, enjoys his land as long as he lives and after his death his sons and grandsons or any other agnatic relation step into it. What the ruler wants is the tax for the land and his interest in the land extends only so far. Any ruler collects the tax through his subordinates who are paid either in cash or remunerated by gift of lands for doing the work. During the Muhammadan rule, the agriculturist who had local influence was appointed to collect the tax in that locality and remit it to the Government. For their work they were given large tracts of lands which they could use as their private property. Thus the following classes of landholders, viz., zamindar, shrotriyamdar, talukdar, mamulkdar, came into existence who collected the taxes from the ryot treating him as the owner of the land which he cultivates and remitted the same to the ruler. In a zamindar even to-day the lands are granted to the Government karnam, village munsif, talayari and vetti for the doing service; in such lands the zamindar has no interest at all. If any tax is due from their lands it is due only to the Government and not to the zamindar. The zamindar has got no absolute ownership over the land. The land belongs to the ryot and the zamindar has got the right of collection of rent from the ryot and nothing more.

(b) The zamindar's interest in the land extends only so far as to collect the rents due from the ryots. The ryots have got absolute ownership over the property except that they are liable to pay the rents due. They can deal with the property in any manner they like.

2. (a) The Land-Cess Act of 1875 fixes the land-tax. The tax for an acre of nanja lands per annum is Rs. 5-5-4. For punja three different rates, Rs. 2-5-4, Rs. 1-2-8, Re. 0-6-6 are fixed. The same reasonable rates should prevail in the zamindari. After the passing of Act I of 1908 (the Estates Land Act) in the zamindari, the rate of rent fixed for nanja per acre per year is raised to Rs. 18, Rs. 14 and Rs. 11. In case of punja lands, the rate of rent fixed is Rs. 4-8-0, Rs. 3-4-0, Re. 1, Re. 0-12-0 and Re. 0-8-0.

(b) For determining the rate of rent in the zamindari the same principles as observed by Government in determining kist for nanja and punja lands should be observed.

(c) When there is famine or floods, the Government remits kist in affected areas. A similar provision there should be in the zamindari.

(d) The rates of kist for nanja and punja in the neighbouring Government lands should be adopted in the zamindari also.

(e) It is quite necessary that there should be a provision of law, that in cases where the rent fixed is inequitable, revenue authorities should be appointed by Government to resettle the rates.

3. (a) The Government itself should collect the rents. If done so the ryots will be highly benefited.

(b) The same procedure as adopted in the collection of kist by Government should be extended in the zamin also.

4. (a) As regards the use of water by the ryots there is separate agreement between the ryot and the zamindar.

(b) For cultivation of nanjai lands, a good and continued supply of water is required. The zamindar should maintain big tanks to stock water for irrigation purposes.

5. (a) It is quite necessary that all the estates should be surveyed and the claims of ryots should be recorded.

(b) The survey expenses should be borne only by the zamindar. On application the ryots should be granted the sketch of their lands.

6. (a) The landholder should not collect money from the ryots for any other purpose.

7. (a) Formerly grass, trees, cowdung found in the mountains were used freely by the ryots. Now a restriction has been imposed by the ryots to have access only to 200 acres in the mountains. Such restriction is quite unreasonable.

(b) The ryots are using them from time immemorial.

(c) In all the above only the ryots have claim and not the landholder.

8. (a) The whole management respecting them should go to the Engineering Department.

(b) The Government should have power to do it.

(c) The Government can take action *suo motu*.

9. There should be jamabandi every year for all ryotwari lands.

10. (a) Their status also should be maintained according to their circumstances in life.

11. (a) To settle such disputes there should be separate courts of law.

(b) The enquiry is to be done in the separate court with least expenses to parties and the hearing of such disputes should be arranged in the villages in which the dispute has arisen.

12. (a) The same remedy should be given to them as prevalent in Government.

(b) Yes, it should be rectified. They are not entitled for it.

#### *Additional suggestions.*

(1) What the landholder pays to the Government in the shape of peshkash, the double of that amount should be rent of that zamin.

(2) In the zamins, the pattas are never transferred notwithstanding applications for the same. Great difficulties arise to the ryots on account of this. There should be a rule if pattas are not transferred within a month from the receipt of the application for the same, the landholder should be fined Rs. 50.

(3) The irrigation tank and channel are never maintained well by the landholder. The landholder should be directed to spend one-sixth of the rent which he receives for maintaining the said tanks and channels. This amount should be collected by the Government from the landholder and the Government should see to the maintenance of these irrigation tanks and channels through the Engineering department. If such arrangements are made the ryots are willing to pay an additional rate of rent (one-eighth of their rent in addition). As in the Government, in the zamin also the fishery right should be thrown open to the ryots.



**Memorandum by the Ryots, residing at Manjanaickenpatti, Velloor zamin, Palni taluk,  
Madura district, dated 29th November 1937.**

I. (a) The tenant.

(b) The tenant has absolute proprietary rights in the land, with free powers of alienation and also to enjoy the land in any way he likes, by digging wells, etc., and changing the character and cultivation of the land subject, however, to the payment of the kist due to the landlord which is a first charge on the land.

II. (a) No definite answer is possible. The figure may be fixed after a mature consideration of the tenants' hardships and keeping in view the data furnished below.

(b) The nature of the soil, the quantum of its average yield, the locality of the plot and the prevailing rate of the rent, should be considered for fixing the rent. There should not be any uniform and inflexible standard.

(c) Yes. Scarcity or excess of rains, breaches and other causes of loss due to the default or negligence of the landlord, pests, etc., should be taken into consideration in granting remissions.

(d) It is better to enunciate the principles and leave the matter to be decided by the Government or the courts as and when exigencies arise.

(e) Yes.

III. (a) Yes.

(b) On the ayan standard lines.

(c) The rent may be collected in cash or by barter. In the matter of sale of holdings, notice should be given to the person in enjoyment of the land also and to those who have acquired an interest in the land by sale, mortgage, etc. An account should be maintained of the persons who are in enjoyment of the lands and also of the rights under which they enjoy the same.

IV. (a) It is a matter of inherent right consequent on the proprietary right to the land and the payment of rent, and not a matter of contract.

(b) No. The landholder should make an even distribution of the water without arrogating to himself any preferential right.

V. (a) Yes.

(b) Landlord two-thirds. Tenant one-third.

VI. The landlord is entitled to collect the cesses, etc., now prevailing in the Ayan Revenue Department on condition that he makes adequate provision for the purposes and objects for which they are collected, as is being done by the Government.

VII. (a) Free and absolute rights without being subjected to any payment for enjoying the same.

(b) Yes.

(c) The landholder is entitled to them subject to the rights of the tenant as set forth in clause (a) above provided he does not make a personal use or alienation of them.

VIII. (a) The landholder should maintain the tanks, channels and other irrigation sources in good repair and must remedy any defects therein then and there and see that the tenant gets his proper and usual supply of water without let or hindrance. The Government should appoint officers to inspect the irrigation works and sources of water-supply and submit annual reports or periodical or occasional reports.

(b) Yes.

(c) Either on their own initiative on the reports submitted by their officers under sub-clause (a) or on the petition of the parties concerned.

IX. Not necessary.

X. A person who has acquired title to the land or any interest in the land from a tenant should be legally considered to be one who is entitled to the land or has an interest in the land. Any proceedings against the pattadar after he has parted with his interest in the land should not be held to be binding on the real owner of the land. The landholder must be made to recognize the right or interests of a third party on the matter being brought to his notice either by the alienor or the alienee and should issue demand notices to the alienees also. Further, the landholder should be directed to file encumbrance certificate whenever he brings the properties to sale and explain the encumbrances and bring the properties to sale subject to the same. If this is done, a good deal of litigation, loss and worry to unwary alienees will be avoided. The present section 125 of the Act should be amended in view of the suggestions made above.

**XI. (a)** The Board of Revenue may continue to be the final and revisional authority in such proceedings as a special tribunal may involve additional cost. The decision of the Board of Revenue should be liable to be challenged in the civil courts.

**(b)** The ordinary civil courts may be invested with jurisdiction to try all actions and proceedings between tenants and landlords.

**XII. (a)** The present provisions are adequate for the purpose.

**(b)** No such collections are made in this zamin and so no definite opinion can be given by us.

**RYOTS AT MANJANAICKENPATTI.**

**Memorandum by the Ryots of Kodikulam village, Saptur zamin, Tirumangalam taluk, Madura district, dated 27th November 1937.**

**I. (a)** Our ancient rulers, and, in more recent years the Mussalman Kings and latterly the British have derived a substantial part of their revenue from the land. India has always been an agricultural country; and 78 per cent of her population depend solely on agriculture for their livelihood. Our rulers have changed; but the tillers of land have remained attached to the soil and carried on their hereditary occupation through the centuries. Our Mussalman rulers adopted in later years, the expedient of fastening the responsibility of collecting land revenue on some prominent ryots in particular local areas, and, by way of remuneration, assigned to them large tracts of land to be cultivated as panna land leaving the remainder to be cultivated as of old, by tenants attached to the soil and thus constituted such middlemen as petty chieftains, the middlemen being known as shrotriyamdars, zamindars, talukdars, mamlatdars. The lands assigned as remuneration for the services of karnams, nattamaigars, kavalgars, tottis and other village officers attached to villages in zamindari areas, belonged not to the zamindars but to the rulers. From the above considerations, and from the terms of the sanads-i-milkyar istimrar granted permanently by our rulers, it well appears that the real owners of land have always been the cultivators permanently attached to the soil and not the zamindars employed merely as agents for the collection of revenue.

**(b)** The ryots can sell, gift or will away their lands; and the zamindars have no right in respect of the lands beyond certain remedies prescribed by law for recovery of rent.

**2. (a)** Under the Code of 1875, the annual cess per acre for wet lands had been fixed at Rs. 5-5-4, and tirva for dry lands at Rs. 2-5-4, Re. 1-2-8 and Re. 0-6-6, varying with the quality of the land. The rent thus fixed for wet lands and dry lands should be regarded as the proper rent. Since the Act I of 1908 came into force, rent was settled for ryoti lands in zamindari areas in July 1908 at the following rates: Rs. 24, Rs. 20, Rs. 14, and Rs. 10 a year respectively, for wet lands varying with the quality of the land and for a second crop, an additional rent being one-half the rent fixed as above was to be paid. For dry lands, the rates were fixed at Rs. 2-8-0, Rs. 1-8-0 and Re. 0-8-0 according to the quality of the land.

**(b)** The proper rates will be those determined as mentioned in answer to question 2 (a) supra at the time when the peishkash payable by the zamindars to the Government was fixed.

**(c)** In ryotwari areas, remission of tax is given to ryots where loss or damage is caused by famines or floods. The law should apply the same tests to lands in zamindari areas.

**(d)** The same tests should apply that govern wet and dry lands in the next adjoining ayan village.

**(e)** Legislation is necessary for empowering the Local Government to direct that amendments should be made in proper cases.

**3. (a)** Yes, amendment is necessary. The Government alone should have the right to collect rent. If the Government makes the collection, the ryots will be benefited greatly and many abuses would be avoided.

**(b)** The cost of collection will diminish if the methods adopted in ayan villages are applied.

**4. (a)** A distinct agreement between the landholder and the ryot for the supply of water does obtain.

**(b)** Wet crops cannot be raised without an adequate supply of water. In order to collect water in tanks, the zamindar is bound to excavate tanks at his cost, keep tanks in good repair and store up enough water to irrigate all the lands in the ayacuts of tanks throughout the entire season during which water may be required till the crops are ripe for harvest.

5. (a) It is quite necessary to have all estates surveyed and a true record of rights prepared and maintained.

(b) The survey should be made at the cost of the zamindar; and copies of sketches should be furnished to ryots on application as for lands in ayan villages.

6. Beyond rent properly due on extra levy of any kind should be permitted.

7. (a) The ryots originally had the right to graze their cattle and goats on grass growing on the hillsides, to gather green leaves for manure and cut trees for building houses and for agricultural purposes; and the ryots enjoyed those rights for some time without having to pay and obtain permits for the same. But latterly, about 3,000 acres of land on the hillsides have been assigned free for the purpose of grazing cattle and goats, for cutting wood, for building houses, for gathering green leaves for manure and for quarrying stones; but the hills so assigned are useless. We therefore pray that we should enjoy the rights originally given to us.

(b) Yes—the ryots have a hereditary right to those benefits.

(c) Public highways, communal lands, hills and forest porambokes are the property of the ryots; the zamindars have no right to them.

8. (a) Supply channels and irrigational works should be looked after by the Engineering department.

(b) Yes. The Local Government should have power to intervene.

(c) The Local Government may act either on being informed by the parties concerned or as soon as it is appraised of the facts.

9. A jamabandi should be conducted every year through the agency of the Government.

10. His present status should be maintained.

11. (a) A separate court has to be formed for the purpose.

(b) The separate courts should be itinerant and no expense to ryots should be necessary.

12. (a) Ryots in zamin areas should enjoy the same rights as those enjoyed by ryotwari holders using lands in their holdings.

(b) The law relating to the levy of jodi, poruppu and quit-rent and other dues from the inamdar by the landholder should be repealed.

#### *Certain Supplemental Views.*

The total amount of tirva payable in respect of the entire land in the village should not exceed twice the amount of peshkash payable by the zamindar.

1. Transfers of pattas are not made at all by the zamindars. Many evils result from this practice. Therefore the zamindars should be compelled to effect transfer of pattas automatically. The law should provide for a penalty of Rs. 50 in case a zamindar fails to effect transfer of patta after the expiry of a month of a ryot's application for such transfer.

2. Zamindars do not care to repair the tanks. The law should provide for the spending of a sum not less than one-sixth of the income from a village for keeping the channels for supply of water in good repair, such sum to be collected by the Government along with the peshkash; and the work should be got done by the Engineering department of Government; and the signatures of all those ryots in a village each of whom pays a tirva of not less than one-eighth of the total beriz of the village should be obtained in token of the said sum having been spent for the purpose in the most useful way.

V. PIRAMA NAYAKAM PILLAI,  
*President, Ryots' Association.*

#### **Memorandum by the Bodinayakkanur Zamindari Agriculturists' Association.**

The following are the resolutions passed in the Conference of the Zamin-Peasants held in Rasingapuram, Bodinayakanur Zamindari, on 24th November 1937, in the light of the questionnaire issued by the Government of Madras for informing the Government of the grievances of the zamin peasants.

#### *Resolutions.*

1. (a) That the peasants are the owners of land.

(b) That the peasant has all rights on land whereas the zamindar has no other right than collecting the kist of the land.

2. (a) That taxes be levied as follows : for wet lands five panams or Re. 1-0-8 per kuli measuring 59 cents, for dry land two panams or Re. 0-6-8 per kuli measuring 59 cents, for wet lands irrigated by tanks constructed by the peasants or by springs in their lands two panams per kuli as for dry land and for the lands cultivated on the hill side two panams per kuli.

(b) That the rate of taxes be fixed on the basis of the peshkash paid by the zamindar to the Government and the permanent settlement of the peasants.

(c) That there shall be legislation for remission of rents. There shall be remission of taxes for lands which are cultivated, but with no yield and for lands which are not cultivated (lie fallow). In case the zamindar's interest decreases, land-tax shall also be reduced proportionately. But on no account high taxes shall be levied in contrary to the permanent settlement.

(d) That there shall be no need for assessment of taxes hereafter, since taxes have been assessed according to permanent settlement for particular areas.

(e) That there shall be no amendment of the assessment of kists, since they have already been assessed justly. But the Provincial Government may make legislation to safeguard them from being amended.

3. (a) That the rights of the zamindar to collect kist at present shall be amended.

(b) That village panchayat committee be formed and the kist collection be handed over to them.

(c) That the panchayat system be followed. The expenditure may be reduced, if the members of the panchayat itself attach the movable properties of the peasants who are in arrears of kist and bring them for sale in the villages concerned.

4. (a) That payment of kist entitles the peasants to water-right. The zamindar may collect wet land rate in case wet crops are cultivated in dry lands irrigated by the water stored up by him, by constructing tanks, canals or anicut (dam) at his own expenditure.

(b) That the rights of the peasants are being affected by illegal collection of kist according to the crops as 7 to 15 panams per kuli for the patta punja lands of the ryots irrigated by wells constructed in their lands at their own expenditure and to 50 panams per kuli for kodikkal (betel leaves cultivation). This besides being to be greatly condemned shall be prohibited by legislation.

5. (a) That all the lands within the zamin area shall be surveyed and the rights defined.

(b) That the zamindar shall meet the cost of survey as he enjoys the kist on the excess extent of land as a result of the survey of land.

6. That the zamindar shall neither levy nor collect any tax except nanja and punja taxes.

7. (a) That the peasants had all rights, to tend their cattle where there are natural pastures within the zamin limits to get green manure, to get materials for all agricultural implements, to get wood for fuel, to get stones and wood for building houses to live in and such other things unconditionally. Since some time the zamindar has been illegally refusing these rights, legislation shall be made prohibiting him from doing so and enabling the peasants to enjoy those rights as before. (Wood for fuel means only dried and fallen trees.)

(b) That legislation shall be made in view of the fact that the ryots and the peasants had hereditary right to get materials free.

(c) That the ryots, the peasants and the public had right to use the common pathways, to construct houses for living and to tend cattle in the natham, poramboke lands, to get stones from rocks, kuthuvals and hills, to get trees, fabrics, varichu, mulluthoita (thorny things for hedges) and to get the green manufacture of avarai, kolinji, purasu, pungan and to enjoy soapleaves (arappu), sundakkai, mangoes, bamboos, etc. The zamindar unjustly refuse these rights. Legislation shall be made prohibiting the zamindar from doing so and enabling the peasants to have all the rights.

8. (a) That the expenditure of carrying out the administration of irrigation canals and irrigation works shall be adjusted from the kist collection from the peasants.

(b) That these rights shall be reserved by the Provincial Government.

(c) That the Government shall bring it to action immediately when it is brought to their notice.

9. That there shall be Government jamabandi and not zamin jamabandi.

10. That the tenants shall have all the rights as the pattadars except in patta lands.

11. (a) That a separate court shall be constituted to settle the disputes arising between the pattadars, zamindars and the peasants.

(b) That the said court only shall conduct the trial.

12 (a) That the zamindar shall issue patta for lands enjoyed by ryots, excepting the lands reserved for public use and collect the due amount of tax. No other relief shall be necessary.

(b) That it shall be amended.

A. S. B. NITYANANDHAM,  
President.

**Memorandum by the ryots of Thavaram zamindari, Madura district, dated  
26th November 1937.**

1. (a) The ryot is the owner of the land.

(b) The mirasidar or the zamindar is only a collector of rent on behalf of the Government.

2. (a) Six to twelve annas per acre in the case of dry lands whether they are protected by wells or not and two rupees per acre of wet land under tanks or channels.

(b) The quality of land with the rainfall as well as the expenses incurred for the cultivation on behalf of the land should be taken as the basis and rent should be fixed as percentage of normal yield.

(c) There must be a provision of law for remission of rent on the basis of either insufficient or excessive rainfall for irrigation or due to the variation of the natural phenomenon.

(d) Such remission should depend on the crop which is actually standing on the land after the officer or the committee has inspected personally.

(e) Yes. The Provincial Government should have powers in appointing an officer or the committee that could decide the abovementioned remission of rent.

3. (a) The powers given to the zamindars or the mirasidars under the Estates Land Act should be taken away and revised.

(b) The Government should take the power of collections just as in the ayar villages.

(c) As the powers for the collection of rent lie in the revenue court it could not be decided whether the rent due from the cultivator is legal. So for rent payable a decree should be obtained through the civil court against the ryot and only the proceeds of the land after leaving enough quantity for food and cultivating purposes should be attached and brought for sale. The rent should be adjusted either by the court or by the committee after having a proper valuation of proceeds attached.

4. (a) The water rights of the ryots are appurtenant to their lands. There is no separate agreement between the mirasidars and the ryots in the case of the water that flows from the natural spring by channels, temporary springs, wells and pools in the patta lands of the ryots. The rights of the tenants to the water-supply in regard to the natural spring, channels, temporary springs, wells and pools that flow in the patta lands—the rights are inherent as being appurtenant to the land. Hence the custom of ryots in enjoying the full benefit of water rights should be restored to them and the mirasidars should be stopped from interfering in the rights of the ryots.

(b) At present the mirasidar does much harm to the ryots by arresting the water that comes out from the river, odai, channels to the tanks for irrigation purposes to the mamul wet lands. To make the mirasidars away from these matters laws should be devised as mentioned in 8 (a).

5. (a) Yes. All the estates should be surveyed and the whole land in possession of pattadars should be made his own. The respective rights of the ryots and the mirasidars should be clearly defined and denoted.

(b) Except the expenses of demarcation by stones, the other expenses should be borne by the proprietor.

6. There should be no other demand except the rent.

7. (a) The ryots have a natural and born right of pasture in waste lands including forest in gathering leaves for manure, cutting implements for agricultural purposes and for repairing the houses and taking firewood for household use according to the extent of their holding. Still the ryots have a natural right of pasture by keeping cattle for grazing for some period in waste lands including forest.

(b) The above privilege is an immemorial right for which no money need be paid to the proprietor.

(c) The ryots have got absolute rights in common pathways, kuthuval, communal lands, hills, forests, porambokes, manthies, i.e., cattle flocking place and burial grounds. The mirasidar should neither act as a dictator in the above rights nor monopolize the privileges of the rights of the ryots in the above matters. If there is any encroachment made, the mirasidar should take severe actions to vacate the same. If the mirasidar does not pay any attention in the above matter, a separate court should decide the case on a petition of any of the ryots concerning the zamindari.

8. (a) All irrigation sources and works thereon should be managed by a village panchayat with the help of an Engineer deputed by the Government for the purpose.

(b) The above answer is sufficient. The Government must have the final voice.

(c) The Government must keep initiative with itself. When the Government is aware of the same either by itself or by an application from ryot, steps should be taken immediately.

9. (a) Not necessary.

10. The relationship between the zamindar and the under-tenants should be the same as that of between the zamindars and the tenants.

11. (a) A special tribunal which will move from place to place is necessary.

(b) All the disputes should be tried by the said tribunal.

12. (a) The said tribunal must try the disputes and determine.

(b) May be revised.

#### *Additional suggestions.*

The pattadars must be made undisputed owners of trees of any kind that are in the patta lands. No rent or compensation must be collected for the same.

Originally the income of the zamin was small so that the Government fixed peish-kist as Rs. 1,100. Now the income to the zamin has increased by about six times. Hence peish-kist is not paid to the Government in proportion to the income of the zamin. Neither remission of rent nor reduction is made till now in the case of ryots by the zamin. The mirasidar has suffered and ruined the ryots almost all by fixing excessive rents according to the various crop cultivations. Therefore excessive rents collected for various crop cultivation should be cancelled. Laws should be made for reduction in rents.

Since the income to the zamin is greater than before, the Provincial Government through the committee or through private officers shall kindly do the following benefits to the people such as repairs to the tanks, road convenience, construction of fresh tanks, pools, extension of lands for cattle pasture and expenses also should be incurred on behalf of the temples, rural uplifts, education and sanitation. For the above the Provincial Government should make laws. The present system of impartible method of zamin should be made partible and it is the vital need to subtract the unusual powers of the zamin.

As the tanks and the feeding channels are not kept properly, damages often occur to the lands of the ryots during rainy season causing many breaches. The zamindar is solely responsible to the damages occurred to the poor and the suppressed ryots due to his carelessness and hence the zamindar should compensate for the damages of the ryots. Still the repairs should be carried out completely from the collection of kist.

The zamindar should recover the legal rent due to the estate from the lands put in the estate auction, and the land should be given back to the pattadars and patta should also be given for the land in his name.

When the ryots have already got a natural right in regard to the forests, there is no need for collecting a separate rent known as forest rent. Further the ryots are threatened by the zamindar uttering that they should pay water-taxes apart from the kist. Is it not an illegal procedure? They also get documents from the ryots entering into a contract that they should pay a certain extra amount for the water the ryots take for irrigation.

If the houses are situated in a patta land, the union collects rent, while the mirasidar also collects rents as a right of land rent. The ryots could not bear the twofold taxes that are unjustifiably put upon them. Therefore the committee should prepare laws as a means of remedy to the abovementioned grievances of the ryots. Besides, the Government should kindly in the interests of the public make zamindari into ryotwari one. If the Government wish to have the zamindari to exist, it might at least lessen the powers of the zamindars and do good to the ryots for which law should be balanced.

To conclude in general and in the state of our practical difficulties, we have no other alternative but to request you and your honourable committee to take such evidence as you deem fit as some of us are prepared to offer ourselves as witnesses so as to formulate some ameliorative measure to render the landholder and his ryots and tenants live contented and happy.

Hope to be excused for the trouble and thank you in anticipation.

*N.B.*—A civil suit is proceeding between the zamindar and the ryots in regard to the privileges and rights in connexion with the enjoyment of forest, water, stone and sand quarries. Wherefore in the interests of the ryots, law should be made in such a manner as it should not in any way affect our privileges and rights in the abovementioned enjoyment.

C. SANGARALINGAM,  
President, Mahajana Sangam.

**Memorandum by Mr. N. Sankar Lal on behalf of the tenant-pattadar of Jari No. 34, Viraganur village, Madura taluk, dated 27th November 1937.**

I. (a) The zamindar or the proprietor is not the owner of the land. The land belongs to a pattadar and his successor-in title.

(b) The tenant cultivator acquires a right from the pattadar to cultivate the land raise crop thereon and pays a share as varam to the pattadar. The pattadar has a right to cultivate the land at his expense or to lease the same for cultivation, or sell the same or transfer the same by gift or by any manner. The landholder or the proprietor, i.e., the zamindar has right to collect the assessment on the produce of the land either in grain or in cash within the paying power of the tenant cultivator.

II. *The remission of rent.*—(a) Remission of rent should necessarily be granted to ryots.

(b) According to Hindu Darma one-sixth of the value of the net income on the land after deducting all the necessary expenditure relative to cultivation should be assessed as rent.

(c) The remission is quite necessary. The consideration therefor may be either want of facilities for irrigation or any other cause resulting in savi, or failure of crop on the land, complete remission should be granted. Necessary statutory provision for remission should be provided.

(d) Once in every ten years due to the decrease in the income of tenants on the land, when he is unable to pay the assessment, necessary reduction of tax should be made, but on no account should the tax be increased. The Provincial Government should enact laws in this respect through the Revenue Settlement Officer.

III. Nil.

IV. (a) Water-rate is included in the taram assessment on the land. There is no contract in respect of water for irrigation.

(b) The tenants have a full right to the use of water. The ryots should have a right by law to enjoy fishery from water.

V. (a) There should be survey in the village at the full expense of the proprietor.

VI. Nil.

VII. (a) We want the following rights which were not hitherto had by us. We should have right to cut green manure leaves, shrubs on poramboke lands for agricultural purpose and cut trees for agricultural implements; of course we should get that right with the permission of the proprietor according to law.

(c) The tenant or the landlord has equal right to the common use of public paths, etc.

VIII. (b) The Provincial Government should have statutory powers in regard to the maintenance of irrigation work in the following manner:—

(1) Annual repairs to irrigation works should be attended to and necessary steps taken therefor:—

It is necessary that Provincial Government should interfere in the matter as in proprietary estates, the improvements for irrigation works have not been carried out by the proprietor such as proprietary tanks or supply channel. Such improvements should be effected through the Engineering Department of the Government or by a Special Engineering Department appointed for the proprietary estate. The annual repairs should be done and the proprietor should bear the cost thereof by remitting the required amount for such repairs to the Government along with annual peshkash to Government. After the completion or repairs to such irrigation work, a certificate should be obtained from the respectable and responsible ryots or tenants who may be at least 25 per cent of the total number of pattadars in the village.

It is necessary to enact laws in the case of supply channel branching from a river like Vaigai and running through the other Government or non-Government tract, insisting on the proprietors of the village through which the channel runs to recognize their duty to carry out necessary repairs but not to neglect them in order to enable the ryots depending on the channel for irrigation; and wherever necessary Provincial Government should make laws and have reserve powers to afford release to the suffering ryots.

(c) As the Engineering Department should have annual supervision in this matter, power should be vested in Government to attend to this matter.

IX. Annual jamabandi is necessary.

N. SANKAR LAL.

**Memorandum by Mr. M. Aiyadurai Pillai and 50 others, tenants of Kullagundu village, Ammayanayakkanur zamin, Nilakkottai taluk, Madura district.**

We are the ryots of a zamin village. We humbly request that steps may be taken to have our grievances mentioned below redressed statutorily. The rent should be remitted when the crops fail. Statutory provision should be made for having the present exorbitant rent for certain lands revised by Revenue Settlement Officers. The rights to water-supply should be appurtenant to our lands. Our lands should be surveyed and a record of rights should be maintained compulsorily. The cost of this should be borne by the zamindar. We should have rights as regards the bunds of tanks, channels, etc., open spaces and cremation grounds and the zamindar should be deprived of the right to lease them. We should have hereditary rights to utilize, without let or hindrance and free of cost, the local natural facilities. Kanmois, channels, public paths, roads and cremation grounds should be under the supervision of the Government. The maintenance of irrigation channels and works should be under the control of the Government. The Provincial Government should have powers to make the zamindar discharge his responsibility for maintaining these in good condition and for supplying adequate water to the lands and they should exercise these powers *suo moto*. There is no need to conduct yearly jamabandis and grant pattas. If we request the Government to provide us with house-sites, wells for the supply of drinking water and agricultural and other loans, they say that this is a zamin village. They do not pay heed to our representation but direct us to apply to the zamindar for the necessary funds. We are therefore unable to derive any benefit whatever. Provision should be made for enabling the Provincial Government themselves to afford the abovementioned facilities to the ryots by advancing the requisite money from their own funds and to exercise control in these matters. The final appellate authority in proceedings between us and the zamindars should be a special tribunal. If we occupy lands in an unauthorized manner, the matter should be brought to the notice of the Government by the zamindar and action should be taken in the aforesaid court. We humbly request that the Act may be amended in such a manner that the points mentioned above and other points favourable to us may be clarified.

**Memorandum by the ryots of Doddappanaickanur zamin in Tirumangalam taluk, Madura district, dated 30th November 1937.**

We the humb'le ryots of *Doddappanaickanoor zamin* in Tirumangalam taluk, Madura district, beg to bring the following for your kind consideration and favourable orders in response to the notification published in *Dinamani*, dated 6th October 1937.

2. The zamindars are entitled only to the rents collected from the ryots. As such definite rules should be framed, declaring the ryots as the owners of the lands, which they now enjoy.

3. In our zamin, the zamindar collects rents at the rate of two to six panams per kuli for dry lands (kuli = 59 cents and panam = Re. 0-3-4) and at the rate of twelve to eighteen panams per kuli for some lands irrigated with water from wells dug by the ryots themselves. This variation in rates gives great annoyance to the ryots as it enables the zamindar to collect rents as he choosed. It is, therefore, prayed that the rents to be collected should be settled and fixed as in case of Government ryotwari lands.

4. Remission should be granted whenever the crops fail.

5. In the present system, the collection of rents by suits before the Collector, the costs which the ryots are made to bear are abnormally high. Rules may suitably be amended so that the ryots will get lesser costs.

6. The zamindar never repairs or digs new tanks and channels from which water can be taken for irrigation. But he is very prompt in charging water-rate for even the spring water. The ryots are put to great loss on account of this hardship. Necessary remedies may be made in the interest of ryots.



7. The lands of this zamin have not been surveyed yet. This enables the zamindar to alter boundaries and levy rents as desired by him. It is therefore prayed that the zamin lands may be ordered to be surveyed at an early date. The charge incurred by the survey may be ordered to be paid by the zamindar.

8. Transfer of registry has been completely disordered. The zamindar never orders the transfer of registry without getting what is called 'Nasar' and other illegal mamuls from the ryots. These should be put an end to, and the zamindar be directed to order the transfer of registry free of cost.

9. Heavy fees are now being collected from the ryots for grazing their cattle and for cutting trees from the forest for agricultural implements. This should be ordered to be supplied to the ryots free of cost.

10. The poramboke, nattam and other common path-lands are now in the sole enjoyment of the zamindar. The above lands are also in bad repairs and the zamindar never cares to attend the required repairs. These common paths should be ordered to be handed over to the villagers attended periodically to the repairs by the zamindar himself.

11. When the lands are sold for the arrears of rent, the zamindar generally takes the lands in auction himself and collects from the ryots a large sum besides the rents and other costs incurred thereon. Rules may be suitably amended, so that the lands may be got back from the zamindar after paying land revenue and other legal costs incurred by him.

12. In all the villages in this zamin there are no suitable drinking-water-wells and elementary schools for education of children of the ryots. The zamindar may kindly be ordered to provide for the same from the rents he collects from us.

13. We all eagerly pray that all our lands may be taken up by the Government itself so that we can enjoy all the rights which are now being enjoyed by the ryotwari pattadars in Government villages.

**RYOTS OF DODDAPPANAICKANUR ZAMIN.**

**Memorandum by the Kannivadi Zamin Tenants' Association, Kannivadi,  
Madura district.**

I. (a) The tenant is the proprietor of the soil.

(b) He has absolute interest in the land. The zamindar has the right to collect rent in respect of the lands which are cultivated.

II. (a) Rent should be fixed in accordance with a scale not exceeding Re. 1-0-8 in the case of wet lands and Re. 0-6-8 in the case of dry lands.

(b) Rent should be fixed with reference to the produce obtained.

(c) There should be a separate statutory provision for remission. Remission should be granted for failure of crops owing to drought, pests, floods, etc.

(d) It is advisable to settle the rent once for all with reference to the fertility of the soil and the Government assessment.

(e) The Provincial Government may have such powers.

III. (a) Yes.

(b) & (c) Movable properties should not be distrained. Before any land is brought to sale for arrears of rent, notice should be sent by registered post to the tenants concerned.

IV. (a) The rights of water-supply are inherent as being appurtenant to the land.

(b) The zamindar should not have the power to prevent or divert in any manner the flow of water used for the irrigation of mamul wet lands.

V. (a) Yes.

(b) The entire cost should be borne by the zamindar.

VI. No.

VII. (a) & (b) The tenants should have the right to utilize the local natural facilities.

(c) If there are valuable trees on public paths, hills, forests, porambokes, etc., they should belong to the tenants.

VIII. (a) The zamindar is liable to afford the necessary facilities after consulting the village panchayatdars.

(b) Yes.

(c) The Government should exercise such powers *suo moto* or on application by parties.

IX. Not necessary.

X. There is no right or binding of any kind between the under-tenant and the zamindar. But the contract between the tenant and the under-tenant will bind them both.

XI. (a) A Special Tribunal should be constituted.  
(b) In Revenue courts.

XII. (a) The zamindar may evict the ryots with the help of the court.  
(b) Nil.

**Memorandum by the Secretary, Seithur Zamin Villagers' Agricultural Association, Muha-  
voor, Seithur Post, Srivilliputtur taluk, Ramnad district, dated 23rd November  
1937.**

I. (a) It is the tenant that is the proprietor of the soil.

(b) As it is the tenant that originally reclaimed and rendered fit for cultivation all zamin tracts, the tenant has got absolute rights of possessions and enjoyment of the land subject to all powers of alienations, e.g., sale, mortgage, hypothecation, etc., as also the rights of enjoyment of the trees on the land without any tax therefor.

II. (a) The average net income from one acre of wet land is Rs. 10 only (vide statement enclosed). As such, the rate of Rs. 4 per acre (which is the rate that is being paid for the ayan wet lands adjoining the Seithur zamin lands) is a fair and equitable one.

(b) The tanks of the Seithur zamin are all rain-fed subject to the uncertainties of rainfall year after year. Generally in a period of five years, a year happens to be a failure owing to paucity of rains and non-filling of tanks. The expenses of seed-beds and transplantation become waste. In years of failure people have to borrow from rich people for the maintenance of and fodder for their cattle and livestock. Even in ordinary years of rainfall and supply to tanks the ryots are not able to get a margin of even Rs. 10 as per statement of expenses. Even in the ayan lands bordering the zamin limits, it is not possible for ayan ryots to make both ends meet for reason of scarcity of money and slump in prices in spite of the lower rate of taxes and so it is just and necessary that the rate of Rs. 4 should be adopted for zamin wet lands, on a par with the ayan ones in the adjoining villages.

(c) There should be statutory provision for remission of rent or varam. The Provincial Government should have powers of investigation and remission as in adjoining ayan villages.

(d) The rate of rent should be settled once for all on the basis of the net income vested in Provincial Government.

(e) The powers of revision, alteration or reduction of rent should be reserved and derivable from a land according to the receipts referred to in II. (a).

III. (a) The powers of collection now vested in the landholders under the Madras Estates Land Act necessarily require revision.

(b) The Act should be so amended as to permit the collection of kist in six instalments commencing from the month of April instead of from February without any interest.

(c) The method of collection should be on the lines prevalent in the ayan villages.

IV. (a) The land tax includes the charges for water also. The zamindar should guarantee water-supply to the lands just as the Government do supply water for the ayan lands.

(b) The landholder is bound to supply water to the wet lands, that is, he should maintain the channels, the dams, the bunds, revetments, kalingal, sand-vents, sluices, etc., in good condition and have them repaired then and there and guarantee adequate supply of water to the lands.

V. (a) Yes. All estates should be surveyed and the maintenance of records of rights compulsory.

(b) The landholders should bear the cost of survey, etc., in respect of their lands and the tenants should bear the share for theirs.

VI. The landholders should not levy or demand any taxes other than the rent.

VII. (a) The tenants have the rights of grazing cattle, collection of green manure, wood for agricultural implements, etc., in places of local natural facilities as tank, channel, and path porambokes and forest areas (and their rights have been also confirmed by the High Court of Judicature, Madras).

(b) The tenants have inherent rights for roofing materials, fuel and wood for agricultural and waterlift implements free of cost or charges.

(c) The landholders and tenants have got equal rights with regard to the use of public path and communal lands. The tenants have got free use of the mountain and forest porambokes for purposes of grazing cattle, fuel for household purposes, wood for agricultural implements and for building roofs and also for stones, and stone chips for purposes of buildings and well constructions, free of any charge, tax or demand.

VIII. (a) The matter of appointing persons for control opening and closing sluices and kalingal, etc., should vest in a panchayat consisting of the pattadars of the respective tanks besides the landholders.

(b) Yes. The tenants do really and earnestly pray that the Provincial Government should have powers to undertake the repair and maintenance of the irrigation works where the landholders fail to take necessary and proper steps.

(c) The Government should by themselves undertake such repair and maintenance on application by tenants.

IX. Yes. Jamabandi is quite necessary for each village every year.

X. The under-tenants should have the free right to wood for roofing, fuel and grazing of their cattle in the areas of pattadars and zamindars.

XI. (a) There should be a special tribunal as the final appellate and revisional authority above the Revenue Board constituted under the Madras Provincial Government.

(b) The civil courts should have appeal powers after action in revenue court.

XII. (a) The lands occupied by ryots should be assigned and pattaed on receiving the land taxes therefor according to the rate prevailing in the locality.

(b) Yes. Revision is quite necessary.

#### ANNEXURE I.

##### *Statement showing the cultivation expenses for and income from a plot of wet land, 5 acres in extent.*

Number.	Particulars.	RS. A. P.	RS. A. P.
1	Preparation of seed-bed and manure for the same (50 head-loads)	12	8 0
2	Paddy seeds (150 measures)	11	4 0
3	Manure for the 5 acres (420 head-loads)	101	0 0
4	Stamping of the same into the soil (30 young coolies)	3	12 0
5	Transplantation charges (for 60 coolies)	22	8 0
6	Carriage of seedlings for transplantation (4 coolies)	1	8 0
7	Weeding (30 coolies)	7	8 0
8	Harvesting and thrashing, etc.	20	0 0
9	Maintenance and repair charges for carts	6	0 0
10	Cost of ropes for bullocks and water-lifts	2	0 0
11	Cost of preparation and maintenance charges payable to carpenters and blacksmiths	2	0 0
	<b>Total expenses</b>	<b>190</b>	<b>0 0</b>
	Yield of 30 Kottas (of 120 measures each at Rs. 8 per Kotta)		240 0 0
	Net income on account of 5 acres of wet lands		50 0 0

R. VEERASWAMY NAVUDU,  
Secretary.

##### **Memorandum by Mr. N. Sankarlal, pattadar, Sivaganga zamin, on behalf of the residents of Pirakkudi and Sayanapuram villages, Sivaganga zamin.**

I. (a) The proprietor of the land is not the zamindar. The land belongs only to the pattadars who have bought it and their heirs.

(b) The tenant has the right to cultivate the land of the pattadar and to receive as *varam* a portion of the produce. The pattadar has the right to cultivate the land himself or to let it for rent or lease and to sell or gift it. The zamindar has the right to collect rent in respect of the land either in kind or in cash.

II. (a) The rent should certainly be reduced.

(b) Only a rent which is equivalent to one-sixth of the produce that remains after allowing for all expenses of cultivation should be collected.

The following are the hardships experienced by the tenants under the aforesaid zamindar :—

For a long time, the zamindar was collecting from the pattadars only half of the produce from patta lands in lieu of the payment of rent in cash. The zamindar did not include in such payment even charges for harvesting his half share of the produce. Further, orders for harvesting the crops were not given at the proper time. The tenant was consequently put to much hardship and loss. Ten years ago, the zamindar himself fixed the rent for the patta lands. Although the pattadars felt that they could not bear this rent, they obeyed the orders of the zamindars because they were unable to bear the atrocities committed by his subordinates in regard to the payment of rent in kind. In spite of the fact that for the last five years the zamindar has been collecting from the tenants only 75 per cent of the rent realizing that, on account of the fall in prices, the pattadars are unable to pay the aforesaid high rent, I regret very much to have to say that the pattadars and tenants have not realized even the expenses of cultivation. Hence, in these two villages a rent at the rate of Rs. 6, 5 and 4 per acre should be fixed in respect of the three classes of lands respectively.

(c) Yes. If the crops fail on account of defective water-supply or for any other unforeseen reason, the entire rent should be remitted. All statutory provisions in this behalf should be made.

(d) In case the tenants are unable to pay any reasonable rent which may be fixed hereafter on account of the fall in their income, the rent should be reduced at least once in ten years. It should not be enhanced.

(e) The Provincial Government should certainly have reserve powers for enabling the Revenue Officers to attend to these matters.

IV. (a) The water-cess is included in the rent on land. There is no separate contract in respect of water-supply.

(b) The patta tenants have no special right whatever in respect of water. Provision should be made for enabling the tenants to enjoy fishing rights.

V. (a) The lands should be surveyed.

(b) The zamindar himself should bear the entire cost.

VI. No.

VII. (a) & (b) We have not been given any right whatever.

(c) The tenants and the landholders should have all rights with regard to public paths.

VIII. (b) The Provincial Government should be vested with statutory powers in this behalf. They should take steps every year to effect repairs in the following manner :—As the tenants do not derive any benefit whatever from the irrigation sources and works which are under the control of the zamindar, statutory provision should be made as hereunder for enabling the Provincial Government to deal with this matter :—

A law should be enacted providing that repairs should be effected every year through the Public Works Department to the village irrigation sources and works, that the Government should collect the cost of this along with the peshkash payable by the zamindar and that the fact that repairs have been carried out should be testified to at least by 25 per cent of the ryots of the village.

(c) As the Public Works Department has to carry out repairs every year, the powers vested in the Government may be exercised *suo moto*.

IX. Jamabandi should certainly be conducted every year.

#### Memorandum by Zamin Ryots' Association, Sivaganga.

I. (a) Tenant is the proprietor of the soil.

(b) Tenant is entitled to enjoy his land, as he pleases.

II. (a) If it is decided that rent is payable in kind, expenses incurred by a tenant in respect of a particular extent of land shall be calculated, and such cost shall be deducted from the total income of the land. One-third of the balance shall be payable to the zamindar as rent.

(b) A Committee consisting of the representatives of tenants, landholders and the Government shall be constituted for fixing a fair and equitable rent. Firstly the cost of cultivating the various lands shall be calculated. Then the total income of the land shall be determined in the following manner. Taking into consideration the nature of the soil

and the facilities for irrigation thereof, the land shall be deemed to have had the maximum yield in the first year, half the yield in the next year and total failure of crops in the third year. The annual average yield may now be determined. The average price may be fixed from taking the prices prevailing in the preceding ten years excluding the famine years and war years. The money value of the annual yield may then be determined and the expenses of the cultivation may be deducted therefrom. One-third of the balance shall be payable as rent.

(c) It is very necessary to have statutory provision for remission of rent. Remission shall be granted in view of each of the following factors, floods, saline damage, crop diseases, failure of seasonable rain and inability to store up water owing to the failure of the landholder in keeping the tank or supply channel in proper repair.

(d) A committee consisting of the representatives of tenants, landholders shall be constituted for determining the rate of rent for a particular area. Firstly the cost of cultivating the various lands shall be calculated. Then the total income of the lands shall be determined. Taking into consideration the nature of the soil, the facilities for irrigation thereof, the land shall be deemed to have had the maximum yield in the first year, half the yield in the next year, and total failure of crops in the third year. The annual average yield may now be determined. The average price may be fixed from taking the prices prevailing in the preceding ten years excluding the famine and war years. The money value of the annual average yield may be calculated, and the expenses of cultivation deducted therefrom. One-third of the balance shall be fixed as rent. There may be a periodical revision of rent once in ten years.

### III. (a) Yes.

(b) There should be no right of arrest for agricultural debts. Landholders should have no right to distrain movable property without obtaining a decree of court. Landholders' right to sell the holding of the tenant for arrears of rent should be exercised only after the publication of the intended sale in the District Gazette and by tom-tom in the locality where the land is situated. The courts bringing the holding to sale should fix the upset price at not less than 75 per cent of the market value of the land in the locality. When the landholder has sold the lands in the patta of a tenant, he should have no right to proceed against the other properties of the tenant. Rents should be collected only from the month of February when the crops are likely to be harvested. It should be realized in six monthly instalments.

(c) Landholders should have no right to distrain movable property without obtaining a decree of court. Landholders' right to sell the holding of the tenant for arrears of rent should be exercised only after the publication of the intended sale in the District Gazette and by tom-tom in the locality where the land is situated. The courts bringing the holding to sale should fix the upset price at not less than 75 per cent of the market value of the land in the locality. Crops should not be distrained.

IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to the land.

(b) Landholder has no superior right in the water sources in the estate. Landholder shall have no right to take the water of one tank to another tank contrary to the wishes of the tenants.

V. (a) Yes. Every pattadar should be given a copy of an extract from the survey register in respect of the lands in his patta.

(b) Tenants should bear one-fourth of the cost and the landholder the remaining three-fourths.

VI. Landholder shall have no right to demand any levies in addition to the rent.

VII. (a) Tenants shall have full rights in regard to the grazing of cattle, collection of green manure and wood for agricultural implements.

(b) Tenants have got an inherent right to use the local natural facilities for their domestic and agricultural purposes free of cost.

(c) Landholder shall in no way interfere with regard to the public paths. Communal lands should be preserved in tact for the use of the villagers as per mamul.

(d) Hill and forest porambokes should not be destroyed by the landholder as the preservation is conducive to rain.

VIII. (a) During rainy season floods in rivers are not utilized but run waste into the sea. Dams should therefore be put up at suitable places along the rivers and the water stored up and channels should be constructed for utilizing such water during the necessary period.

(b) Yes.

(c) The Government may act *suo moto* or on application by the party.

IX. Yes.

X. Under-tenant shall take two-thirds of the gross yields and pattadars shall take the remaining one-third. The pattadar shall be solely liable to the landholder for rent. The under-tenant shall have no liability in respect of the rent due to the landholder.

XI. (a) A special tribunal should be constituted.

(b) All actions and proceedings between landholder and tenants should be tried in the civil court.

XII. (a) If there was no objection on the part of the zamindar at the time of the unauthorized occupation by the ryot, the zamindar shall be entitled only to the rent lawfully payable in respect of the land.

(b) As regards the collection by the landholder of jodi, poruppu, kattubadi from inamdars, landholders should exchange a patta and muchilika in respect thereof and should issue printed receipt for payment thereof.

*General.*—Non-issue of pattas to tenants in inam villages and non-recognition of the right is not proper. Those who cultivate the land during the current year should have the right to cultivate it in perpetuity; patta should be issued to the tenants who have cultivated such lands. Landholders shall have the rights to collect only one-third of the net yield after deducting the expenses of cultivation from such tenants.

**Memorandum by Mr. C. Chidambaram and 28 others, K. Nerpugappatti village, Tiruppattur taluk, Ramnad district.**

I. (a) The Zamindar of Sivaganga and the tenants are the proprietors of the soil.

(b) Those that pay assessment have all the rights and the others have the kudivaram right.

II. (a) A rent at the rate of Rs. 8 per acre in respect of first-class wet lands and 12 annas per acre in respect of first-class dry lands is fair and equitable.

(b) One-third of the income from land should be fixed as the share of the zamindar and two-thirds as that of the pattadars.

(c) There should be statutory provision for remission of the entire rent when the crops are damaged or when the lands are left uncultivated.

(d) The rate or share of rent should be settled once for all.

(e) Yes.

III. (a) Yes.

(b) Rent should be collected in six instalments in a year. The Act should be so amended that rent can be collected only by distraining the produce or the lands.

(c) The proceedings in regard to the sale of land should be conducted in the civil court through the revenue officials in such a manner as not to entail much expenditure.

IV. (a) The zamindars are bound to supply water.

(b) The zamindar has the sole right in regard to water-sources.

V. (a) Estates may be surveyed on application by the tenants concerned and it is enough, if the concerned records are with the tenants.

(b) The expenses incurred in regard to the grant of patta, etc., should be borne by the zamindar.

VI. Cess and other customary levies may be paid in addition to rent.

VII. (a) The tenants have customary rights with regard to the utilization of local natural facilities.

(b) Yes.

(c) The tenants have the right of user in respect of public paths, the kudivaram right in respect of communal lands and the rights referred to in paragraph (b) above in respect of forest porambokes. The zamindar has the other rights.

VIII. (a) Irrigation sources and works should be maintained in the following manner :—

The channels carrying water to the lakes should be repaired and the sluices should be remodelled. Every year minor repairs should be done during summer. Government Engineers should inspect irrigation sources and works once in three years. The repairs should be entrusted to the tenants and not to contractors.

(b) Yes.

(c) The Provincial Government should exercise these powers on application by the concerned tenants.

IX. Yes.

X. The status of the pattadar, the zamindar and the under-tenants should continue to be in accordance with the custom of the village and the zamin ryots should have all the rights enjoyed by the Government ryots.

XI. (a) The decision of the court should be final in regard to the disputes between the zamindars and tenants.

(b) Actions and proceedings between landholders and tenants may be tried in courts where the cost is the least.

XII. (a) The zamindar may seek remedy in courts in respect of unauthorized occupation.

(b) Collection should be made in six instalments. In the case of those that are unable to pay them, the zamindars should take the land for a reasonable value, or an extension of three years should be granted. The zamindars should take action in such a manner as not to entail unnecessary expenditure.

*Additional suggestions.*

The Provincial Government should have powers to redress all the grievances of the zamini ryots when the zamindar fails to do so. Further, the Government should fix a time-limit for the prompt disposal of petitions regarding transfer of pattas, etc.

**Memorandum by the Secretary, Peasants' Association, Sakkottai village, Ramnad district.**

I. (a) Tenants are the proprietors of the soil.

(b) Zamindar has the powers only to collect the rent and all the other interests in the land only to the tenant.

II. (a) After deducting (the reasonable expenses for agricultural purposes) from the total income of the land concerned, and the remaining portion must be divided into six equal shares. When taking into consideration of the poor peasant and his family expenses for one year, *five shares to be distributed to the tenant* and one share to the landholder. This proportion is only the fair and equitable rent.

(b) The expenses for the agricultural purposes such as :—

Ploughing, supplying manure, seeds, cultivating charges, reaping charges, labour, etc.

The condition of the tenant who is greatly expecting his livelihood for the whole year.

The reasonable and average income of the land agreed by both the parties (tenant and landholder).

(c) Statutory provision for remission of rent should be arranged. When there is no rain, when there is no timely rain, when there is heavy rain and thereby the produce affected, and when the produce affected by any disease and in other unexpected circumstances.

(d) It is fair and advisable to settle the rent once for all. When there is provision for remission.

(e) Provincial Government should have reserve powers.

III. (a) Requires revision.

(b) Landholders should not have any direct powers they must take action only through civil courts.

(c) If the rent is accepted in the proportion as described in question II, subdivision (a), the landholder may take his own convenience to collect the rent.

The properties or things must be valued according to market price and 75 per cent of the valued price should be the court price and then only sale or any procedure may take place.

IV. (a) The rights of the tenants to water-supply appurtenant to the land only. No contract.

(b) The superior right of zamindar is that he should see all the canals and water reservoirs are duly repaired and enough water stored up for agricultural purposes.

V. (a) The estates may be surveyed.

(b) The zamindars will be greatly benefited by surveying the lands and therefore no portion of cost will be debited to the tenant.

VI. The zamindars should not demand anything except rent.

VII. (a) The tenants are possessing the rights of grazing of cattle, collecting of green manure, etc.

(b) The tenants have inherent right to use them for their domestic and agricultural purposes free of cost but the tenants should not sell anything to others.

(c) The tenants have full right to use the public paths. The public lands belong to public people, individual persons should not interfere with it and it should be kept by the zamindar for the use of public people. The hills and forest poramboke are the main elements that is dragging the rain from the clouds and therefore they should be preserved by both the tenants and zamindar.

VIII. (a) A scheme must be prepared by the parties or court according to the area of lands to be cultivated and the capacity of water to be supplied. Reserve funds may be raised.

(b) Rights should be vested in Provincial Government.

(c) The powers should be applied *suo moto* and on application.

IX. Jamabandi necessary.

X. The legal status of under-tenants should be just like that of pattadar. But in the question of rent after deducting the agricultural expenses from the total income, the remaining portion should be divided into six equal shares, two shares to be distributed to pattadar and four shares to under-tenant.

XI. (a) Revenue Board should be the final appellate.

(b) In civil courts the proceedings between landholder and tenants be tried.

XII. (a) The relief and remedy for zamindar to collect the rent according to the usual rate from the person who is unauthorizedly occupying the land.

(b) Requires no revision.

**Memorandum by the President, Village Congress Committee, Muthusamipuram, Uppatur Post, Sattur taluk via Nalli (South Indian Railway), Ramnad district, dated 11th October 1937.**

By the President, Village Congress Committee, Muthusamipuram, Uppatur post, Sattur taluk (*via*) Nalli, (South Indian Railway), Ramnad district.

I beg to inform your honour that the resolution of the above Committee is as follows:—

By the ryots of jamin Virapandi, Tirukoilur taluk, South Arcot district.

We, the poor and humble ryots of zamin Virapandi, Tirukoilur taluk, most respectfully beg to submit the following for your kind consideration and favourable orders:—

Our village Virapandi is a *zamindari village* attached to the Vettavalam zamin. The method of recovering land revenue dues from us by the zamin *servants* is *rather high handed* and as a result of it we experience great hardship and much inconvenience. The collection is being done throughout the year. The revenue imposed on our lands is *rather very high* when compared with that of any of the ryotwari villages adjoining our Virapandi. We are *not shown any remission* in land revenue even while the crops fail on account of want of adequate supply of water in the tank. To add to these hardships we are compelled to pay our land revenue due in one instalment instead of easy instalments. On the whole we do not have so much facilities as those of ryotwari villages.

There is a tank in the village which is in a very dilapidated condition. The tank bund and the two sluices require immediate repairs. There is no kalingula. The surplus water escapes at one end of the tank-bund. There is therefore a likelihood of the bund being broken by water and thereby causing much damage to the crops below the tank. Many petitions to the authorities concerned in the matter had not seen the light of the day. Similar petitions on the subject to the zamindar also shared the same fate.

There is a forest within the limits of the zamin. The seigniorage rates are too high to pay. We are therefore not able to pay such high rates and collect green manure for our lands. The rates are not fixed—they being raised at any time.

Our village being a zamindari one is *not surveyed*. As a result of this we experience much difficulties and inconvenience. The poramboke lands such as cattle-stand, temple, burial ground, battai and fresh water pond are being unauthorizedly occupied and sometimes cultivated even by some ryots owning lands adjoining these poramboke lands. The zamindar nor the Revenue authorities pay no heed to our complaints regarding these occupations even when such cases are pointed out to them.

It is therefore, our humble opinion that unless the " Estates Land Act " is amended in such a manner suitable to the suffering ryots our grievances will not come to an end. We therefore earnestly pray that immediate steps may kindly be taken to amend the said Act. We also pray that *concession in respect of land revenue* such as that the Government have granted very recently may kindly be shown to the zamin ryots also.



**Memorandum by the members of the Congress Committee Seithur, Seithur zamin, Srivilliputtur taluk. dated 24th November 1937.**

I. (a) It is the tenant that is the proprietor of the soil.

(b) As it is the tenant that originally reclaimed and rendered fit for cultivation all zamin tracts, the tenant has got absolute rights of possessions and enjoyment of the land subject to all powers of alienations, e.g., sale, mortgage, hypothecation, etc., as also the rights of enjoyment of the trees on the land without any tax therefor.

II. (a) The average net income from one acre of wet land is Rs. 10 only. As such, the rate of Rs. 4 per acre (which is the rate that is being paid for the ayan wet lands adjoining the Seithur zamin lands) is a fair and equitable one.

(b) The tanks of the Seithur zamin are all rain fed subject to the uncertainties of rainfall year after year. Generally in a period of five years a year happens to be a failure owing to paucity of rains and non-filling of tanks. The expenses of seed-beds and transplantation become waste. In years of failure people have to borrow from rich people for the maintenance of and fodder for their cattle and livestock. Even in ordinary years of rainfall and supply to tanks the ryots are not able to get a margin of even Rs. 10.

Even in the ayan lands bordering the zamin limits, it is not possible for ayan ryots to make both ends meet for reason of scarcity of money and slump in prices in spite of the lower rate of taxes and so it is just and necessary that the rate of Rs. 4 should be adopted for zamin wet lands, on a par with the ayan ones in the adjoining villages.

(c) There should be statutory provision for remission of rent or varam. The Provincial Government should have powers of investigation and remission as in adjoining ayan villages.

(d) The rate of rent should be settled once for all on the basis of the net income derivable from a land according to the receipts referred to in II (a).

(e) The powers of revision, alteration or reduction of rent should be reserved and vested in Provincial Government.

III. (a) The powers of collection now vested in the landholders under the Madras Estates Land Act necessarily require revision.

(b) The Act should be so amended as to permit the collection of kist in six instalments commencing from the month of April instead of from February without any interest.

(c) The method of collection should be on the lines prevalent in the ayan villages.

IV. (a) The land tax includes the charges for water also. The zamindar should guarantee water-supply to the lands just as the Government do supply water for the ayan lands.

(b) The landholder is bound to supply water to the wet lands, that is, he should maintain the channels, the dams, the bunds, revetments, kalingal, sand-vents, sluices, etc., in good condition and have them repaired then and there and guarantee adequate supply of water to the lands.

V. (a) Yes. All estates should be surveyed and the maintenance of records of rights made compulsory.

(b) The landholders should bear the cost of survey, etc., in respect of their lands and the tenants should bear the share for theirs.

VI. The landholders should not levy or demand any taxes other than the rent.

VII. (a) The tenants have the rights of grazing cattle, collection of green manure, wood for agricultural implements, etc., in places of local natural facilities as tank, channel, and path porambokes and forest areas (and their rights have been also confirmed by the High Court of Judicature, Madras).

(b) The tenants have inherent rights for roofing materials, fuel, and wood for agricultural and water-lift implements free of cost or charges.

(c) The landholders and tenants have got equal rights with regard to the use of public path and communal lands. The tenants have got free use of the mountain and forest porambokes for purposes of grazing cattle, fuel for household purposes, wood for agricultural implements and for building roofs and also for stones, and stone chips for purposes of buildings and well constructions, free of any charge, tax or demand.

VIII. (a) The matter of appointing persons for the control—opening and closing of sluices and kalingal, etc., should vest in a panchayat consisting of the pattadars of the respective tanks besides the landholders.

(b) Yes. The tenants do really and earnestly pray that the Provincial Government should have powers to undertake the repair and maintenance of the irrigation works where the landholders fail to take necessary and proper steps.

(c) The Government should by themselves undertake such repair and maintenance on application by tenants.

IX. Yes. Jamabandi is quite necessary.

X. The under tenants should have the free right to wood for roofing, fuel, and grazing of their cattle in the areas of pattadars and zamindars.

XI. (a) There should be a special tribunal as the final appellate and revisional authority above the Revenue Board constituted under the Madras Provincial Government.

(b) The civil courts should have appeal powers after action in revenue courts.

XII. (a) The lands occupied by ryots should be assigned and pattaed on receiving the land taxes therefor according to the rate prevailing in the locality.

(b) Yes. Revision is quite necessary.

M. ARUNACHALA THEENTHALAIVAR.

**Memorandum by Mr. C. Sudalaimani Nadar and 52 others, tenants of Agaram village, Karukurichi mitta, Srivaikuntam taluk, Tinnevely district.**

This village is situated at the eastern boundary of the Srivaikuntam taluk and is surrounded by the Government villages of Palaiyakayal, Manjanirkayal, Maramangalam, Mukkani, etc. It belongs to Karukurichi mitta. It has been constituted as a separate village and separate village officers have also been appointed for it. No facility for water-supply has been provided in this village by the Government. The water draining from the wet lands under the ayacut of the tanks in the Government villages of Arumugamangalam and Korkai goes to the sea along the southern and northern sides of our village. The tenants of this village are raising wet crops with the help of this water.

In this village there are about 100 acres of mamul wet lands in respect of which water-cess is not levied by the Government and no assessment whatever is paid to the Government for these lands. But the mittadar is collecting a rent of Rs. 6-8-0 per acre for the first crop and Rs. 3-4-0 per acre for the second and third crops. The rest of the lands are classified only as dry in Government records. But the mittadar has divided them into six groups and is levying rent at different rates in respect of each of them.

*Particulars of rent.*

	First crop.			Second crop.			Third crop.		
	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
First group .. .. .	7	2	0	4	5	4	4	5	4
Second group .. .. .	5	1	9	3	4	0	3	4	0
Third group .. .. .	1	9	3	..	..	..	..	..	..
Fourth group .. .. .	0	12	8	..	..	..	..	..	..
Fifth group .. .. .	0	12	8	..	..	..	..	..	..
Sixth group .. .. .	0	6	4	..	..	..	..	..	..

A rent of Rs. 5-1-9 per acre is levied even if a dry crop is raised on the lands falling under the third, fourth, fifth and sixth groups, with the help of the surplus water referred to above. Further, the lands included in the first two groups are pure dry lands.

The above rates include also the water-cess due to the Government and it is collected only from the mittadar. He collects water-cess from us at the rate of Rs. 3 per acre for the first crop, Rs. 2-8-0 for the second and Re. 1 for the third. To levy water-cess in respect of the lands which are cultivated with the help of the aforesaid surplus water is tantamount to subjecting the tenants to hardships in an unjust manner. Further, the rates of rent fixed by the mittadar are such that the tenants cannot bear them.

The tanks in the neighbouring villages of Palaiyakayal, Manjanirkayal, Maramangalam, Mukkani, etc., get their supply of water from the northern channel of the Srivaikuntam anicut and the wet lands adjoining the boundary of our village are cultivated with the help of that water. In respect of these wet lands a rate of Rs. 6-8-0 per acre has been settled once for all.

In the aforesaid Government villages, a tax of 6 pies is levied on each palmyra tree and in the case of coconut topes in patta lands no tax whatever is levied. But in our mitta village As. 1-8 per tree is levied for female palmyra trees, 10 pies for kattukkai palmyra trees, 2½ pies for olaivettu palmyra trees and As. 3-5 for coconut trees. These are in excess of what is levied in the other villages.

As there is no separate water-source for our village, we have to depend on the surplus water mentioned above for the cultivation of our lands. As a result of this we are unable to cultivate our lands in the proper season. Moreover, as the flow of this surplus water is excessive during the rainy season, the crops already raised are destroyed. If, on the other hand, we wait for some more time, the yield is diminished for want of water. Further however much we may labour hard, we never get the normal amount of produce.

In these circumstances, the rents at the aforesaid rates fall into arrears for two or three years and not only the produce but also the land is distrained in consequence. Those who raise loans for paying rent and for meeting cultivation expenses are suffering very much unable to discharge those loans. We humbly request that facilities for water-supply may be provided and the burden of taxation in the mitta reduced, so that we, who experience such hardships, may lead a prosperous life.

**Memorandum by Chatram Ryots Association, Tirukkarungudi, Tinnevely district, dated 12th October 1937.**

By Chatram Ryots Association, Tirukkarungudi (Tinnevely district).

We, the President and members of the Chatram Ryots Association, Tirukkarungudi, Nanguneri taluk, take this opportunity to wait in deputation on you and represent our grievances as ryots of the inam estate villages of Magiladi and Nambipuram governed by the Madras Estates Land Act.

2. This estate was once directly under the Government control but is now vested in the management of the District Board, South Tinnevely. There are many similar estates in this district.

3. The grievances of the ryots of these estates are similar to those of the zamin ryots. Hence the scope of the enquiry recently appointed to examine the conditions of zamindari ryots should include the cases of these ryots also.

4. In addition to the grievances common to the zamindari ryots we are also labouring under special difficulties peculiar to us.

(a) We are paying very high rents compared with the adjacent neighbouring ryotwari lands of the same *Taram*.

(b) We have made costly improvements to these lands at our own expense unlike the cases of the zamindari lands and have also litigated for irrigation and other rights at our own cost treating the lands as our own.

(c) We beg to point out that the chatram ryots should be charged only to the extent necessary for carrying out the charitable objects originally intended by the donors of the inam and that no division of any kind should be made at the expense of the rack-rented ryots. The ryots should be given the full benefit of the surpluses by way of liberal remissions both temporary and permanent as per hopes held out.

(d) We wish to bring to your kind notice that this estate does not pay anything to Government by way of peishkash or quit-rent.

5. Lastly owing to general depression there is urgent need for a general remission for faslis 1345 and 1346. Though the district board has for the present resolved to grant a small remission for the said faslis, we submit that it is still in an unsettled stage and that it is entirely inadequate for the ryots in the present circumstances as the concession does not at all reach the majority of the ryots.

In conclusion we pray that the Government be pleased to directly interfere in this matter and save the ryots from the coercive, distraint proceedings launched against them by the district board in their present distressed condition and render justice.

T. S. SANKARAN,  
President.

**Memorandum by the tenants of Vairavankulam and Chockampatti zamindaris of Kadayanallur village, Tenkasi taluk, Tinnevely district, dated 20th November 1937.**

We, the tenants of Vairavankulam and Chockampatti zamindaris of Kadayanallur village, Tenkasi taluk, Tinnevely district, beg to answer the twelve questions relating to the conditions prevailing in zamindari areas.

I. (a) The tenant.

(b) The tenant is the enjoyer of the land, and the landlord is the collector of kist.

II. (a) Eighty-four Madras measures for an area of 168 cents of land is the fair and equitable rent. Similarly Re. 1 for one chain of dry land, i.e., 364 cents.

(b) The rates in adjacent ryotwari lands should be taken into account.

(c) Yes; in cases where the tenant did not enjoy the benefit of crops. Where single crop was harvested, half rent should be collected, and where both crops fail, the whole rent must be waived.

(d) The rate or share of rent should be decided once for all. It is not advisable to leave it to the officer or court in the interests of the tenant.

(e) Such powers may rest with Provincial Governments. But rent should on no account be raised.

III. (a) Yes.

(b) On the lines obtaining in ryotwari lands.

(c) The collection of rent, if money, may be left in the hands of the tenants. If, in kinds, the marketing officer may look to its disposal to minimise expenses.

IV. (a) The rights of the tenants to the water-supply are inherent. There is no separate contract between them and the landholder.

(b) The landholder has no superior right in the water-sources in the estate. Certain lands are, however, kept in the landholders' name as 'pannai' and in times of scarcity of water the landholder by virtue of his position in the estate appropriates a good portion of the available water to the great discontent of the tenants.

V. (a) Yes.

(b) The Government and the landholder should bear the cost, and the tenant should not be taxed.

VI. No.

VII. (a) The tenants here enjoy full rights to the utilization of all these.

(b) Yes, they have.

(c) The tenants are the users of these public paths, etc., and the landholder is there only to see that they are so used.

VIII. (a) The principles prevailing in the ryotwari lands of Government should be adhered to.

(b) Landholders never care to repair tanks or water sources and the Government should be vested with powers to undertake repairs as obtaining in ryotwari lands.

(c) The powers so vested should be applied *suo motu*.

IX. No jamabandi is necessary.

X. Under-tenants have no relation with (2), and with (1) they are like servants on wages. Most of the lands are cultivated by tenants themselves.

XI. (a) The Revenue Board will do.

(b) The civil court may have jurisdiction over disputes between landholders and tenants.

XII. (a) The zamindar may seek relief by levying rent for the unauthorized portion of land with ryots.

(b) The law relating to inam, etc., may also be revised to that extent that the quit-rent which is now collected by both the Government and the zamindars may be coalesced into one and the Government itself allowed to make the collection.

TENANTS OF VAIRAVANKULAM AND CHOCKAMPATTI ZAMANDARIS OF  
KADAYANALLUR VILLAGE.

The other items not covered by the questionnaire but falling within the scope of the resolution are :—

(1) *The transfer of patta*.—At present the Registration department collects 12 annas for every sale of zamindari land but there is no use and the zamindar will not transfer the pattas without receiving his "mamul" which is ranging from Rs. 2-10-0 upwards. This is a menace to the tenants and this requires a radical change.

(2) *Fasliwar patta*.—Pattas are now given after the fasli, for which the patta is intended, is over. It must be given in the middle of the fasli or before the payment of the fasli kist. It must be enacted that no rent should be paid unless a patta is given.

- (3) *Water-rate.*—Landholder to make more money permits all dry holdings lying on both sides of the feeder channels to raise wet crops and consequently water in the channels is misused by these water-rate cultivators and no water finds its way to the legitimate tanks. The result is, the ayacut lands suffer for want of water and the tenants are put to loss. The landholder also permits cultivation of lands purely intended for storage of water. It must be ruled that no water-rate cultivation should be permitted by the zamindar without the consent of the ayacut tenants and the existing water-rate cultivations declared unlawful.

**Memorandum by the ryots of Ettiapuram zamin, residing at Taruvaikulam, Kollpatti taluk, Tinnevely district, dated 24th November 1937.**

The ryots of Ettiapuram Zamin, residing at Taruvaikulam, Kollpatti taluk, Tinnevely district, beg to submit the following answers to the questionnaire issued by the committee of the Madras Legislature.

*Reconstruction in the zamindari areas.*

I. (a) Some lands belong to the tenants, but there are other lands to which no patta has been issued.

(b) The zamindar should have right of collecting only the rent.

II. (a) The rent is not levied in just proportion.

(b) and (c) There should be statutory provisions for the remission of rents in case of failure of crops owing to the failure of rain, excessive rain and consequent flood and damage to crops and inability to raise crops and finally in case of epidemics to crops.

(d) In the case of irrigation sources, it is notorious that they are never repaired in our zamin areas. There should be a statutory provision in case of failure, to maintain the irrigation sources in repair and there is a consequent failure of crops and for remission of rents.

(e) The rent should be fixed permanently. It is desirable to invest civil court with powers of revision according to circumstances carefully defined in the Acts.

III. (a) It is of great importance that the power of the zamindars to collect rents be re-settled in the following manner.

(b) The rent should be collected during the time of income to the ryots, i.e., from January to June. Besides when the rent is paid, the one appointed by the zamin to collect such rents should state in the bill (i) the survey number, (ii) the extent of the land to which rent has been paid, whether the remitter be pattadar or be only a mortgagee.

*Note.*—There should be statutory provisions to pay the zamindars the rent directly or through money order in case when the one appointed by the zamindar to collect such rents demands more than the just rent or out of the time when such rents ought usually to be collected. It is stated in the patta issued by our zamindar: "That the rent should be only to the one appointed by us and if sent through some one or money order, it will not be taken into consideration."

Therefore willy-nilly, we have to pay our rents only through such people appointed by the zamindars. Consequently we are obliged to give them whatever unjust demands they make. The root cause of all this is that persons appointed by the zamindars to collect rents are not paid or given any other remuneration. Besides the pattas are not transferred in time to the heirs or buyers of the land. On account of this joint patta system, if some one of those connected in this joint patta does not pay his rent, it affects very badly even those who pay their rents very regularly and the land of such persons are distrained by the village officers, chiefly when they have some grudge against such persons.

*Therefore as requested above, the survey number, extent of the land to which rent has been paid should be stated by all means in the Bill.*

(c) If the tenant does not pay his rent, such rents should be collected periodically by seizing movable goods as stated in the Acts. Instead of seizing such movable goods for arrears in rent, the zamindar takes over for himself lands of much higher value often without the knowledge of the tenants. In cases of persons not owning movable properties, or actually own less than the rent itself, such persons' rent should be collected through civil courts.

IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to the land. There is no separate contract with the zamindar.

V. (a) It is nearly sixty years since our lands have been surveyed. We request, therefore, that a fresh survey be made.

(b) It is requested that the expenses incurred in the survey be met with by the zamindar himself.

VI. The zamindar, on no account, should demand levies from ryots other than the rents.

VII. (a) The natural facilities, such as grazing of cattle, collection of green manure or wood for agriculture implements which were taken previously free by the ryots are now no more allowed to do so. The abovementioned facilities are now auctioned for high rates and the bidders exact enormous wages from the ryots for the use of the abovementioned natural facilities for agricultural purposes.

VIII. (a) We are of opinion that the Government should be empowered to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works.

(b) When the zamindar fails to take necessary and proper steps, such rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation works.

(c) The abovementioned powers to the Provincial Government should be vested to be applied *suo motu*, and there should be statutory provisions laid for the ryots also, to request the Government for the abovementioned repairs or maintenance of irrigation works.

IX. We are of opinion that yearly jamabandi is necessary, as in the case of ryotwari villages.

XI. (a) We desire that in proceedings between zamindars and tenants or ryots, the Board of Revenue should continue to be the final appellate or revisional authority.

(b) In actions and proceedings between zamindar and tenants it should be tried in civil courts.

XII. (a) To be done as mentioned in XI (b).

#### *General requests.*

There are two tanks in our village: one of them is in possession of the zamindar. It extends over an area 500 acres and has an adjacent land of 600 acres.

The tank and land are left unused for want of any attention on the part of the zamindar.

The other tank has adjacent lands of 400 acres in possession of the ryots. Over this land a rent of Rs. 7½ per acre is levied every year.

For the past ten years the canal that supplied water to this tank has diverted its course and the water is now being carried away to the ocean. So the tank has never been full for the past ten years. The only water that comes to the tank is from the neighbouring grounds. Relying on this water and expecting further supply by rain, tenants having lands close to the tank cultivate their lands; but they have never enjoyed the full benefit of their labour for want of water.

Having no consideration for all these disadvantages, the rent as per wet land has always been collected to the pie. In addition to all these, last year we had to pay even a fine of Rs. 200. Relying on our tank, we had cultivated our lands. But as usual, water failed in the middle of the crop and we were forced to take water from the tank uncared, unused, by the zamindar.

The abovementioned fine was for taking this water for our dying crops.

We have often petitioned to the zamindar to divert the course of the canal which has changed its bed for the past ten years into our tank. No attention has been paid hitherto. Consequently, first class lands have been left uncultivated for the past ten years. Some tenants have even lost their lands, being unable to pay the heavy rents of the zamindar.

In short, from the time the canals ceased to flow into our tank, there has been an universal suffering among the people. We request, therefore, that immediate steps be taken to divert the course of the canal into our tank.

RYOTS OF ETTYAPURAM ZAMIN.

**Memorandum by the tenants, Sivagiri zamin, Sankarankoil taluk, Tinnevely district, dated 25th November 1937.**

I. (a) The present tenants (as the descendants or representatives of those who have improved and made the lands fit for cultivation) are the proprietors of the soil.

(b) The tenants have permanent hereditary and undisputed right of enjoyment with every free right of alienation, i.e., sale, mortgage, hypothecation, etc. The zamindar has only the right of rent.

II. (a) Four or five rupees per acre.

(b) Government system should be taken into account in fixing the rent. The rent in zamindari lands must be the same as that which is prevailing in the adjoining ayan villages.

(c) Yes. Remission should be granted whenever there is no income from the lands.

(d) The rate of rent should be fixed once for all according to the Government system.

(e) The powers of revision, alteration or reduction of rent should be reserved and vested in Provincial Government.

3. (a) Yes. The powers of collection now vested in the landholders under the Madras Estates Land Act necessarily require revision.

(b) The zamindar's right of collecting revenue should be cancelled and the Government take up the responsibility following the Government system.

(c) The method of collection should be on the lines prevalent in the ayan villages and kist-bund must be from the month of February to June.

4. (a) Yes. Water-supply is inherent as being appurtenant to the land. No matter of contract.

(b) The landholder has no superior right in the water sources. He should protect the water in the tanks and maintain the channels, the dams, the bunds, kalingal, sand-vents, sluices, etc., in good condition.

5. (a) Yes. All estates should be surveyed and the maintenance of records of rights compulsory.

(b) The proportion of cost of survey should be borne by tenants and the landholder according to the Government system.

6. The landholders should not levy or demand any taxes other than the rent.

7. (a) The tenants should have full and free right in the utilization of the natural facilities such as grazing of cattle, collection of green manure, use of minerals, woods for fuel and agricultural implements, vegetables, fruits, herbs, roots, honey, thorny bushes.

(b) The tenants have inherent rights for roofing materials, fuel and wood for agricultural and waterlift implements free of cost, or charges.

(c) The tenants have full right to utilize the places and the landholder to maintain and protect them from unauthorized occupation.

8. (a) The Government Engineer should be appointed to arrive at a suitable scheme for the purpose of maintaining of irrigation sources and works. The landholder should bear the costs.

(b) Yes. The tenants do really and earnestly pray that the Provincial Government should have powers to undertake the repair and maintenance of the irrigation works where the landholders fail to take necessary and proper steps.

(c) The Government should by themselves undertake such repairs.

9. Yes. Jamabandi is quite necessary for each village every year.

10. Under-tenants should have the free right to wood for roofing, fuel and grazing of their cattle in the areas of pattadars and zamindars.

11. (a) Revenue Board should be the final appellate.

(b) The civil courts should try the cases.

12. (a) The lands which are not useful for the public occupied by ryots should be assigned and pattaed, receiving the land taxes therefor according to the rate prevailing in the locality.

(b) Yes. Revision is quite necessary.

*Other recommendations.*

1. Approving estate ryots as direct Government pattadars.

2. The zamindari system should be abolished forthwith and a lump sum equal to one year income may be paid to the zamindar as compensation. The system is medieval and outlived its time and is extremely harmful to the tenants. Hence its immediate abolition.

3. An experienced Government Revenue Officer, under Government control should be appointed as the Commissioner for the management of the estate affairs in the manner of a Government office.

4. The enjoyment verification scheme followed in Government villages should be introduced for the zamin also.

5. Temples and charitable endowments must be under Government management.

**Memorandum by Mr. V. Sivalinga Nadar and 52 others, tenants of Agaram village, Karukurichi mitta, Srivalkuntam taluk, Tinnevely district.**

I. (a) The tenants alone are the proprietors of the soil.

II. (a) The rent collected by the zamindars at present is high.

(b) The produce and the irrigation facilities should be taken into account in fixing the rent.

(c) There should be some statutory provision for remission of rent. There should be statutory provision for remitting the entire amount of rent when the land is left uncultivated for proper reasons or when the crops are damaged owing to drought or floods

(e) The Provincial Government should have reserve powers for revising inequitable rents through their Revenue Settlement Officers.

III. (a) The method of collecting rent requires revision.

(b) Rent should be collected in zamin villages in the same manner in which kist is collected in Government villages.

IV. (a) The rights to water-supply are appurtenant to the land and are not a matter of contract.

(b) Only minor repairs are done by them. Hence the burden of the tenant becomes heavy.

V. (a) They should be surveyed and a record of rights maintained compulsorily.

(b) The cost of survey should be borne only by the zamindars.

VIII. Irrigation sources and works should be maintained by the Provincial Government themselves.

IX. Jamabandi is necessary as in the case of ryotwari villages.

**Memorandum by Mr. T. L. Sundararama Ayyar, Secretary, Mitta Ryots' Association, Achchamangalam village, Tiruppattur taluk, North Arcot district, No. 73, Katcherry Street, Tiruppattur.**

I. (a) Tenants.

(b) The right to cultivate the land permanently.

II. (a) One-fourth of the net produce.

(b) The amount of rainfall, the current price of produce and the nature of the land.

(c) There should certainly be a statutory provision for remission of rent. The remission of rent should be made with reference to the deficiency in rainfall and the current price of produce.

(d) It is advisable to settle the rent once for all.

(e) The Provincial Government should have the power to revise or reduce rents

III. (a) Yes.

(b) Summary proceedings should not be instituted for any reason whatever.

(c) The rent should be collected as in Government villages by the issue of demand notices.

IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to the land. There should not be any contract whatever in this matter.

V. (a) Yes.

(b) All the expenses incurred in this connexion should be borne only by the zamindar.

VI. No.

VII. (a) The tenants have the right to utilize local natural facilities.

(b) The tenants should not utilize them for their own purposes free of cost.

(c) Public paths, public places, hills, forest porambokes, open spaces, cremation grounds, porambokes, etc., are common to the tenants and the zamindars.



- VIII. (a) The courts may order the zamindar to maintain properly all water sources.  
 (b) If the zamindar fails to do so, the Provincial Government may carry out the work and collect the cost thereof from the zamindar.  
 (c) The Government may exercise these powers *suo motu*.
- IX. It is better if there is a yearly jamabandi.
- X. There is no connexion whatever between undertenants and the zamindars.
- XI. (a) It is better to abolish the Board of Revenue.  
 (b) In special courts.
- XII. (a) The mittadar may measure such lands, levy a suitable rent therefor and either evict the ryot or give him a patta.  
 (b) There is no need for revision.

S. MUNISWAMI KAVANDAR—And 24 others.

**Memorandum by Mr. S. Sami Nadar and twenty nine others, pattadars, Servaikkaramatam village, Sivapuram mitta, Srivaikuntam taluk, dated 19th December 1937.**

- I. (a) The tenant is the proprietor of the soil.  
 (b) The tenant has the right of cultivation, mortgage and sale and of enjoying the produce; the zamindar has the right to collect rent and issue pattas.
- II. (a) A rent at the rate of 2 annas per acre in the case of dry lands and 6 rupees per acre in the case of wet lands will be fair and equitable. There should be no tax on trees.  
 (b) The value of the produce, the classification of the soil and the irrigation facilities should be taken into account in fixing a fair and equitable rent. One-sixth of the produce should be fixed as the rent and the income from the land should be determined with reference to the average produce for three ordinary years.  
 (c) There should be statutory provision for total remission during times of drought and famine and for proportionate remission for loss of crops due to pests, etc. Payment of rent should not be enforced when there is no income from the land.  
 (d) The rent should be settled once for all.  
 (e) The Provincial Government should have reserve powers to revise inequitable rents.
- III. (a) The Madras Estates Land Act should be amended in such a way as to make it beneficial to the tenants. Provision should be made for action being taken only after proper notice is given three times to the pattadars and those that have an interest in the land.  
 (b) Rent should be collected as far as possible by honest officials. If there are proper reasons for the non-payment of rent, two years' time should be allowed.  
 (c) The services of the villagers should as far as possible be utilised for the collection of rent. Village panchayats should be constituted and the lands brought to sale through them for arrears of rent. A list of persons paying rent and the particulars of rent should be supplied to all the pattadars.
- IV. (a) The rights of the tenants to water-supply are inherent, as being appurtenant to the land and are not a matter of contract.  
 (b) The mittadar has no superior right in the water-sources.
- V. (a) Yes.  
 (b) The zamindar should bear the entire cost.
- VI. He cannot.
- VII. (a) The zamindar should allot areas for the use of the tenants for grazing cattle, gathering green manure and collecting wood for agricultural implements. The people alone have a right to such places.  
 (b) The tenants have an inherent right to use them free of cost.  
 (c) The tenants have a common right to hill and forest porambokes. The zamindar has no special right in respect of them.
- VIII. (a) Channels and tanks should be dug and maintained so that there may be a perennial water-supply for wet lands and wells should be sunk in the case of dry lands.  
 (b) Yes.  
 (c) The powers should, as far as possible, be exercised *suo motu*.

IX. Yes.

X. There are no under-tenants here.

XI. (a) A special tribunal should be constituted in every district.

(b) Only in special courts.

XII. In the case of unauthorized occupation, an equitable rent should be collected from the tenants.

**Memorandum by the Secretary, Chatram Ryots' Association, Turukurungudi, Tinnevely district, dated 24th November 1937.**

I. (a) The ryot.

(b) The wellbeing of the ryot is bound up with the good condition, regular cultivation and abundant yield of the land. His interest in the land is therefore vital and not merely economic as that of the landholder. When a particular holding is left waste or there is a failure of crops in it, the ryot concerned loses his all including expenses incurred and not merely a portion of his income from it as in the other's case.

II. (a) A fraction of the net income ranging from one-quarter to a maximum of half according to the nature of the soil and irrigation facilities in the case of wet lands. The existing rate of dry assessment should continue to prevail. Trees should not be taxed separately.

(b) The following considerations should be taken into account in arriving at the net income :—

(1) Income :—

(a) Grain.

(b) Straw.

(2) Expenditure :—

(a) Preparing the soil; ploughing, etc.

(b) Price of seed; preparing seed-bed, etc.

(c) Cost of manure, ordinary and special.

(d) Watering, including lift irrigation wholly or in part.

(e) Transplantation charges.

(f) Miscellaneous weeding valavanady, etc.

(g) Reaping charges.

(h) Interest on capital outlay by the ryot for improvement (evidence for which may have been recorded already or may be recorded hereafter till the fixing of the rent) such as sinking of wells, channels, etc., as per section 17 of Act I of 1908.

*N.B.*—Another and a simpler method of fixing a fair and equitable rent is to take as basis lands of the same taram on ryotwari portions of the locality or immediate neighbourhood and levy the same tax making any alterations for the improvement effected by the ryots under section 17, or registered by the landholder under section 16 of Act I of 1908.

(c) Yes on the undermentioned principles.

(1) Remission should be given for total or partial failure of crops owing to deficient supply of water, blights, pests, silting up, erosion and etc., due causes beyond the control of the ryots.

(2) The remission should be on the rent of the particular crop (i.e., seasonal) whether on single or double-crop lands.

(3) The amount of remission should be—

(a) For total failure as well as poor yield up to 3 annas crop full remission.

(b) For yield from 3 annas to 6 annas crop one half remission.

(d) The rate may be settled permanently for each plot by application of the above principles mentioned in reply II (a) and II (b). Presuming the existing rent as basis, alterations of a permanent nature may be made on fair and equitable considerations mentioned in II (a) and II (b). In exceptional circumstances further changes may be provided for, as in the case of ryotwari lands.

(e) The question of reservation of powers by the Provincial Government does not arise when once, the settlement of a permanent nature of a fair and equitable rent is effected as in reply II (a) and (b) and if ever such occasion arises the Government should obtain legislative sanction beforehand for such interference.

III. (a), (b) and (c) When the rent is collected in kind, in full or in part, the full or partial grain rent should be commuted compulsorily on an equitable basis. *The system adopted for collecting rent should be identically the same as that for the collection of land revenue for the Government lands.* Even as it is, the estate rent collection is entrusted to Government servants, the village officers. With the present facilities of open markets for the purchase and sale of paddy or rice for any purpose, the collection of grain rental is to be condemned as a mediaeval system involving much avoidable oppression and speculation. This should be discontinued.

IV. (a) In the case of ayacut (nanjas) wet lands inherent. In others, as per circumstances of the case.

(b) No: collateral right with the ayacut nanja holders.

V. (a) Yes.

(b) The existing rules prevailing at present under the Act may continue.

VI. No.

VII. (a) Facilities must be offered to the ryots for use of these local natural facilities free of cost or at a nominal charge for their upkeep and conservation. These must not be commercially exploited to the detriment of the ryots for whom a certain area at least must be reserved for normal requirements.

(b) Yes, except in portions specifically reserved for forest purposes, etc., being areas far in excess of the normal requirements of the ryots.

(c) The ryots are entitled to easement rights consequential to rights under VII (a). Where communal lands for threshing and other purposes do not exist, the ryots must be permitted to convert rent free a small percentage of their holdings sufficient for those purposes according to the circumstances of the case. Public paths are to be maintained in good order by the landholder as useful to both and no land set apart for the public purposes shall be acquired by the ryot or assigned by the landholder.

VIII. (a) The landholder is bound to maintain the irrigation sources and works in good condition at their full capacity; a reserve fund of 12½ per cent rent should be set apart for this purpose; a substantial portion of this should be spent yearly for the same leaving a small balance to meet emergency works.

(b) Yes.

(c) On application by parties.

IX. Yes.

X. The pattadar should not be hampered by restrictions in favour of under-tenants, when these latter cannot share any of his responsibilities or his burdens for the purpose of maintenance of the good condition and improvement of his holding as a whole nor should the pattadar be relieved of his direct liabilities to the zamindar by interposing any mediary. *These pattadars should be placed on the same position as that of the ryotwari pattadars.* In the case of big pattadars having about 50 acres of wet land and corresponding dry lands they may be treated as small estates and the Estates Land Act made applicable to their tenants as a whole.

XI. (a) A special tribunal.

(b) Special courts.

XII. (a) Rent lawfully payable to the land occupied, together with any actually proved damages awarded by the special court or tribunal.

(b) No.

*Other observations not covered by the answers to the questionnaire.*

1. The ryot of the estate are generally rackrented; the ratio of the rent paid by these ryots being on the average 3 : 1 to the rent paid by the ryot on similar ayan lands. The rent should be reduced to the ayan level.

2. Where the rent on a particular holding is comparatively low, the holding either corresponds to personal inam lands in ryotwari tracts or the holding having been in a very poor condition once, has now been reclaimed and improved at the expense of the ryots. In many cases the evidence of such improvements may not have been recorded. Enquiries must be held in all such cases if any alteration is to be made to avoid injustice.

3. In the case of trees standing prior to 1908 with reservation of title by landholder written or by custom, the tax should no longer be levied, since 30 years of rent has already been collected on them and the rule *re* the ownership and use of the trees planted or growing since 1908 should be made applicable to all the trees standing on the ryot's holding prior to 1908. This will greatly remove the irritating source of ruinous litigation. (Vide section 12 of the Madras Estates Land Act I of 1908.)

4. In charitable estates (not zamins) enquiries must be made to ascertain the actual requirements of these charities. The surpluses, instead of being diverted as they have been done till now to unconnected and unnecessary charges at the caprice of the managements from time to time, should be utilized in the following order of importance :—

- (a) For the uniform reduction of the rent.
- (b) For the acquisition of grazing<sup>o</sup> and other lands of a communal nature for the benefit of the estate.
- (c) For the general improvement of the locality in which the estate is situated according to the amount of the remaining surplus.

5. Whenever generally remissions are granted by the Government for the ryotwari lands, the lands in estates too should be benefited automatically on the same principles.

This association from its actual experience is also prepared to submit proposals to the Government in further amending the Madras Estates Land Act, as soon as the future programme of the Government in this direction is out.

[Illegible],  
Secretary.

**Memoranda by the Sangam of the ryots of the Urkad zamindari, Ambasamudram taluk, Tinnevely district, dated 26th November 1937.**

1. (a) The tenant is certainly the full owner and proprietor of the soil for he has been in occupation all along and was there from the very beginning, while the zamindar was introduced by the British Government as mere tax-gatherer in consideration of the military services rendered just before the advent of the new British administration. The District Gazetteers issued by the Government lends support to this view, section 14 of Regulation 25 of 1802 presupposes the existence of the ryots already on the land and specifically enacts to compel zamindars to engage with the said ryots. The ryot is therefore the proprietor of the soil.

(b) That the zamindars had no permanent property in the soil is evident from the preamble to the said Regulation 25 of 1802. The British Government had therefore to create a deed of permanent property by a grant of Sanuadhi Milkent Istimrar and to enact the special legislation. The regulation itself did not ignore the status of the ryots and gave the zamindar the mere power of collecting customary rent which was payable to Government before. If this system introduced in Bengal by Lord Cornwallis was not forced on the Government of Fort St. George and if Sir Thomas Munro was allowed to have his own way of benign administration, there would be no zamindari in our Presidency. The tenant's interest is therefore permanent while the zamindar's interest is novel, interim and depends on the good will of the executive.

2. (a) It is a well-recognized principle that a man who follows agriculture as his profession and depends upon it for his sustenance must be able to get sufficient income at least to keep his body and soul together. It is now well known that not being able to sustain himself from agricultural income he goes to work as a coolie elsewhere and eke his livelihood. There being no work available in the village which would give him ready cash to purchase grains, etc., required for food, he resorts to town. There is thus an influx of villagers to town by reason of the income from agriculture not being sufficient for his maintenance. It is necessary therefore that to enable an agriculturist to make both ends meet the cultivation expenses, viz., ploughing charges, price of seed, charge of transplanting, watering charges, watching charges of crops and reaping charges should be deducted from the gross produce and from the remainder, the agriculturist must be allowed sufficient margin for his maintenance before the zamindar or Government can tax him. Justice and equity requires that only a small portion of the said remainder can be taxed as the zamindar's share of rent. This principle will be in accordance with the ancient code of manu, according to which the King is entitled only to 1/6th share of the income from land. The standard of life also having increased in modern times, it will be equitable to take more than even 1/6th of the net produce.

(b) The most ill-fed and ill-clad people in this country are the agriculturist proper. There is an undercurrent of consciousness in them, that they who toil at the soil, night and day, are a neglected community, while the other classes of people paid out of their income, either in Government employ, or otherwise, are well off. On grounds of political expediency, therefore, and in view to prevent their being driven to despair, to adopt revolutionary means, their position must be improved. In this view a reduction in the prevailing rate of rent is necessary. The land in zamindaris are more heavily taxed than in ryotwari villages. The reduction of the rate in ryotwari villages is now being

agitated for. The ultimate relief granted to them should also be given to the zamin ryots. In any event the rent in zamindari areas should be brought at least to the same level as in adjacent ayan areas.

(c) According to the present law, remission of rent is allowed only as a matter of grace, and not as a matter of right. This causes great hardship in times of failure of crops either total or partial. There should therefore be a statutory provision for granting remission of rent. The fact to be borne in mind in remission is that the ryot will have to set off from the gross yield a portion to cover the expenses of cultivation and reaping charges. This would come to 25 per cent of the gross outturn. If therefore there is a total failure or partial failure of crops, resulting in a 4-anna crop only, the whole rent should be remitted. The share of the zamindar towards rent may be calculated on the basis of 1/6th income over and above the 4-anna crop.

(d) To enable the ryots to follow their agricultural occupation peacefully and without any disturbance from outside and free from harassments the rent must be fixed once for all. This will be an incentive to increase the productivity of the land by intensive cultivation.

(e) There are cases in which the rent is unbearable and the Government should have reserve powers to reduce the rent.

3. (a) No revision is necessary.

(b) and (c) No measures need be adopted as the present system works pretty well.

4. (a) The water-supply charge is consolidated with the rent and the right to water is appurtenant to the land.

(b) The landholder has no superior right apart from use of the water to nanjas so registered in his accounts.

5. (a) There is no necessity for survey.

(b) Further, the survey machinery is costly and it is a hardship to saddle on them any portion of the survey charges in this time of depression.

6. No.

7. (a) The right of grazing cattle in village poramboke and of cutting wood for domestic and agricultural use has been customary for tenants but the zamindars being, all in all, within the limits of the zamin, the said natural right could not be exercised.

(b) The tenants have an inherent and natural right but this is a dead letter in practice on account of the authority of zamindar.

(c) The public paths and communal porambokes are common to both but the hill and forest porambokes are monopolized by the zamindar for profit without being available to the ryots.

8. (a) The zamindar is bound to preserve the irrigation work and this liability has to be enforced.

(b) The Government should undertake the repairs in case of failure of zamindar.

(c) Even without the application of ryots the Government should have the power to exercise the powers.

9. Jamabandi is not necessary.

10. The undertenants need not be recognized as they have no legal status.

11. (a) The Revenue Board rarely exercises its judicial discretion in matters of appeal or revision. In 95 per cent of the appeals, "no reason to interfere" is the motto of decision. The Board should be discontinued and special appellate court having judicial temperament is necessary for exercising sound judicial discretion.

(b) On account of unusual delay in civil courts and of the want of judicial training on the part of the revenue officers, special courts are necessary for each district to be styled "revenue courts."

12. (a) The zamindar can well resort to ordinary civil court for relief.

(b) No revision of law is necessary.

P. ISAKKIMUTHU MUDALIYAR,  
President.

**Memorandum by the Tinnevely District Zamin Ryots' Association, Singampatti.**

Whereas it is necessary to further amend the Madras Estates Land Act I of 1908, with reference to granting remission of rent, already provided for, under certain circumstances, it be enacted as follows.

I. Add the following to sub-clause (6) to section 39-A :—

“ Provided that in granting remission, or in ascertaining the amount of rent payable to the landlord [under sub-clause (2)], the Collector shall be guided by the average price of the kind of crop, first sort, or second sort, actually cultivated, as it may be, during the revenue year in question.”

“ Provided further, that, where the average price of the second-sort crop has been the basis of calculation at the time the rent was commuted under section 40, the average price of that sort alone shall be the basis for the purpose of calculating the rent payable for the revenue year, irrespective of the crop actually cultivated.”

[The reason for the abovementioned amendment is because there are two kinds of paddy, first sort and second sort, for the purpose of fixing prices. The difference between the wholesale prices of the two classes, varies between 8 annas to 1 rupee. When the second sort is cultivated, the tenant is entitled to pay rent in money at the average price of that sort, for the quantity of rent payable in kind. This is the effect of sub-clause (2) of the section : Where the tenant cultivates the second sort, he does so under compulsion of the vicissitudes of the season, such as, late rains, anticipated scarcity of water, or the withering away of the first-sort seedling sown earlier, on account of draught or because of the want of first-sort seeds for reasons over which he has no control. From last year's experience, cases where the landlord declines to calculate the money rent on the basis the average price of the second sort, where actually the second sort was cultivated have come to light. In order to remove such hardships this amendment is deemed necessary.]

II. Add the following to the proviso in sub-clause (9) of section 39-A :—

“ Provided further, where the cost of carting the crops has been previously ascertained by a court in a commutation proceedings between the tenant and the landlord, the same shall be adhered to in proceedings under this section between the parties with reference to the same holding or holdings.”

[This amendment is deemed necessary, as in a recent case the cartage was sought to be reopened, in spite of a previous judgment giving a definite finding on the same.]

III. Add the following as sub-clause (10) to section 39-A :—

“ To ascertain the average market prices under clause (9) above, the District Collector shall make a deduction of 10 per cent on the average prices arrived at as calculated on the basis of the periodical season reports.”

[The need for this amendment is this. There is no provision in the Act as to how the average prices should be calculated, though the season reports are, in practice, taken to be the basis. The season reports are based admittedly on the prices which the consumer pays to the retail merchant, which provide a margin for the merchants' profits, as well as the usual deficit happening in remeasuring. Further, the unit for the said retail sale being the Madras measure (the decimal figures), occurring in the calculation of the accurate retail price of a measure, are usually rounded off to the advantage of the merchant.]

On the other hand, the tenants' unit for sale of his paddy, if he sells it at all, is a kotta of 112 Madras measures or a kalam of 24 Madras measures. And the rent which the tenant has to pay is also fixed in terms of kotta in the patta. Hence, to calculate the money rent, the number of kottas mentioned in the patta has to be multiplied by the average price. But if the average price be arrived at by multiplying the price which the consumer pays to the retailer for the Madras measure by 112—(1 kotta=112 Madras measures)—the price per kotta, will be seen to be 4 to 5 per cent over and above the price which the tenant fetches by selling his paddy in units of kotta to a purchaser, who may be a consumer or a merchant. Add to this the usual merchants' profits, which may be about 6 per cent. From these facts, it can be safely said that a deduction of 10 per cent on the wholesale prices arrived at on the basis of the season reports, is just and necessary to arrive at the actual wholesale prices. This contention can be supported by the paddy accounts of the zamindars who sell the rent which they receive in kind as well as by the accounts of the paddy merchants, showing their purchasing prices.

IV. This Act should be made to apply to all rents payable for the revenue year 1936-37 and subsequently, so as to apply to the proceedings in court over a large area, which will be filed during the end of August 1937.

[Hence this must be taken as an emergent piece of legislation.]

This Bill does not introduce a new principle or policy. It accepts the principle and policy of the Estates Land Amendment Act VI of 1936, and makes its provisions clear and equitable, where they are inexplicit or unjust. It can, therefore, be introduced and passed in one sitting.

The words "cist" is not found in either in English dictionary or in any of the books compiled and published to denote the meanings either of law terms or of revenue and judicial terms, except by usage in our Andhradesa, perhaps it might have its origin either of Urdu or of Parsee.

The words that are used are (i) revenue, (ii) rent, (iii) tax, (iv) cess, (v) fees, (vi) duty, (vii) royalty, etc.

The word "*Revenuc*" has been defined as the amount that was paid to the State direct. *Revenuc* = that which returns, or comes back from an investment. At the time of the renewal of the monopoly of the East India Company, a question was put forth, before the Parliament to be settled, and that was as follows:— "Whether territory had gained at the expense of commerce, or commerce at the expense of territory." Thereupon, an investigation into the accounts of the company was suggested and immediately an expert accountant named, Mr. Gennington was selected to scrutinize the accounts of the Company. He investigated the accounts of the Company relating to a period of 15 years and found that the territory had gained from commerce exclusive of interest £35,07,423, Board's rate of exchange. For this an annuity of £6,30,000 was recommended to be granted, payable in England by half-yearly instalments, to be charged on upon the territorial revenues in India exclusively, and to form part of the territorial debt of the Company to be unredeemable for a limited period, after which it might be redeemed, at the option of the Parliament, by the payment of one hundred pounds for every five guineas of annuity—(Thorartains History of India, at page 504). Such is the investment made by the English people for the territorial acquisition in India. Therefore, the income realized from the land by the crown is termed as *Revenue*.

(ii) *Rent*.—What was revenue when paid direct to the State, became rent when paid to a private individual and the right to receive rent gradually drew after it the proprietorship (please see page 167, Dr. C. D. Field).

It has again 9 of sub-heads in it such as, *rack-rent, dead-rent, fixed-rent, net-rent, quit-rent, etc.*

(a) *Rack-rent* is a rent equal to the full annual value of the property demised.

(b) *Fixed rent*.—Rent fixed without deviation.

(c) *Dead rent*.—The fixed minimum rent reserved in leases.

(d) *Net rent* is the rent payable to the landlord clear of all deductions.

(e) *Quit-rent* was frequently reserved to the lord which would entitle the tenant to be quit or free from rendering the usual services to the landlord.

(iii) *Tax* is a compulsory contribution of the wealth of a person or body of persons for the service of public powers (Professor Bastable). Literally it is a charge specially a pecuniary burden imposed by authority. Kalidasa (the great Sanskrit poet) says that the State takes taxes from the people only to give it back a thousand fold. Manu says "that the king is to draw moderate taxes from his realm, as the calf and the bee take their food, little by little.

(a) *Proportional taxation* in which income is taken as the standard and the amount of public burdens regulated by it.

(b) *Progressive or graduated taxation* which places a heavier rate of charge on large than on small incomes, since the ability of tax-payer is supposed in a more rapid ratio than the increase of his income.

(c) *Single taxation*.—The method is simple, the cost of collection is small, and the incidence on the several individuals and classes is precisely known.

(d) *Multiple taxation*.—It rather inclines to the opposite extreme, viz., the multiple tax system. The taxes are collected from a very large variety of sources.

(e) *Direct taxation*.—A direct tax is one that is demanded from the very persons who, it is intended or desired, should pay it.

(f) *Indirect taxation*.—Indirect taxes are those which are demanded from one person, in expectation and intention that he shall indemnify himself at the expense of other, such as the excise or customs.

#### *The systems accepted by the Indian Government.*

1. The revenue system must be adequate to the just needs of a progressive State.
2. Taxation should be productive.

*Land tax in England and land revenue in India.*

The land tax in England is only one item and not a very large one, among most of other taxes; it falls on a small class. In India the land revenue is a totally different thing. With the necessity for fairly adjusting the amount of revenue which each class of land has to pay comes the necessity of thoroughly understanding the agricultural conditions of the country, the caste of the people, as it effects their cultivating capacity, the modes of holding land, the interests each class has in the land, on what classes and what extent on each respectively, the revenue burden is to fall. Considering what a large portion of the total population gets its living wholly or impart from the land; it is obvious that the determination of landed rights and the record of everything which concerns the agriculture and social habits of the people is an unwise business. Consequently acknowledge of the land administration and of the records it requires and the procedure it employs, is in fact acknowledge the largest class of population and the conditions under which it levies. (Page 26, Baden Powels Land Systems of British India, Volume I.)

*Opinion of Mr. J. S. Mill, author of the Manual of Political Economy.*

A large portion of the Revenue of India consists of the rent of the land. So far as this resource extends in any country, the public necessities of the country may be said to be provided for at no expense to the people at large. When the original right of the state to the land of the country has been reserved and its natural—but no more than its natural—rents made available to meet the public expenditure, the people may be said to be so far untaxed; because the Government only takes from them as a tax what they would otherwise have paid as rent to provide landlord. . . . It is of course essential that the demand of revenue should be kept within the limits of fair rent.

*Permanent Settlement of 1802.*

The result of this settlement has been that the ryots, once so prosperous have been made the most poverty stricken people in the world. They may often be seen fasting for days and nights for want of food. (Calcutta Review No. 12.)

*The Westminster Review of October 1825.*

“ Almost the entire net produce of the soil ” says the writer “ is absorbed by the state. Deduct five per cent on the gross produce paid to a nominal landholder, and which would rather be considered as the charge for collecting the revenue than as rent, deduct the cost of labour, stock seed, and implements and nothing—absolutely nothing—remains. The miserable metayer usually cultivates for half, sometimes two-fifths of the gross produce, and of the remainder ten per cent goes to the zamindar, the agent and instrument of the Government for the collection of its revenues, who is responsible to the state for the equivalent in money of at least nine-twentieths of the whole gross produce—that is, for more than four-tenths of the Governments half. Thus the ordinary sources of accumulating capital, and the inducements for increasing the productiveness of the soil (so little productive now) are destroyed; and the wretched peasant is doomed to continue in the lowest state of human existence. His toil is unremitting and his poverty is hopeless; he cannot improve the condition by his profits, for has none; he cannot cultivate the earth with advantage, for he is destitute of the necessary capital; neither can he, by becoming a consumer of the produce or manufactures of this or any other country, contribute to extend the blessings of commerce for his wants must be few, and those be satisfied with the readiest, the coarsest and the basest material.”

*Opinion of Mr. Mill regarding the repudiation of the obligation of the Government.*

As the land is fixed quantity, while population has an unlimited power of increase unless something checks that increase, the competition for land forces up the rent to the highest point consistent with keeping the population alive. The effects, therefore, of a cotlier system (cotlier is a French word) a tenure of land by cotliers, i.e., those who live in cottages who clubbed together) depend on the extent to which capacity of the population to increase is controlled either by customary individual prudence or by starvation and disease . . . to ask what is to be the future of this teeming helpless population and how can Government with facts before it, repudiate the obligation so solemnly enacted at the permanent settlement and so often admitted since of interfering whenever necessary on behalf of the agricultural tenant.

*Remedy suggested for the conversion of tenants into peasant proprietors,  
i.e., just like ryots of ryotwari tracts.*

The fifth remedy suggested is the conversion of the tenants into peasant proprietors by enabling them to levy their landlords interest (just like offering of Nazarana in the Madras Estates Land Act I of 1908). It is obvious that the sale to the tenants may be either



permissive or obligatory upon the landlords, and opinions as to the desirability of the scheme will differ according as the landlords are allowed an option or not. Mr. Bright at first proposed this remedy in a voluntary form and as applicable to absentee landlords only. His proposal was that the state should advance the price, and that the tenantry should ultimately acquire the freehold from the state by paying the purchase money in yearly instalments added to the existing rents. Another proposal would extend this to all landlords, whether absentee or not; and a third proposition would give the landlords no option but would make the sale by them of their interest in all cases compulsory. The greater danger of peasant proprietorship in Ireland is that the peasant, as soon as he found himself a proprietor would prefer the role of proprietor to that of peasant cultivator, and would sublet his land thus introducing again the worst evils of cotlier system. Many persons, whose opinions are deserving of consideration think that the peasant proprietorship is not suited to the Irish people. (*Landholding in Ireland.*)

*Observation of Devon Commission.*

The Devon Commission wisely observed that substantial and permanent relief can only be hoped for from a combination of measures adapting themselves to the varying circumstances under which the owners and occupiers of land are placed in different parts of country.

*Observation of the Duke of Richmond's Commission.*

The very nature of the soil and the geographical attributes of the country vary so much, that remedies which would serve in one locality might be inapplicable, or of little value elsewhere. (*Landlaw of Ireland.*)

**ESTATES LAND ACT  
COMMITTEE**

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**MEMORANDA**

**SUBMITTED TO THE COMMITTEE**

**PART III**



**MADRAS  
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS**

**1938**

## PREFATORY NOTE

The Memoranda contained in these volumes were received by the Committee in response to the questionnaire issued by it.

Part I contains Memoranda submitted by Landholders.

Part II contains Memoranda submitted by Ryots and Ryots' Associations. Some Memoranda contained several signatures, in some cases numbering about two hundred, most of which were illegible; and some persons affixed only their thumb-impressions. It was thought, therefore, advisable to omit the names of the persons signing the Memoranda. The first name alone was taken and the Memorandum is printed as from him and other ryots.

Part III contains Memoranda from other members of the public and organisations who have taken interest in the problems under enquiry.

Where the same or identical Memorandum was submitted by different persons or as from different villages, only one of them has been included in this volume.

A supplementary volume will be issued containing Memoranda received after time and which could not, therefore, be incorporated in these volumes.

MADRAS, 27th June 1938.

T. VISWANATHAM.

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## PRESS COMMUNIQUE

### PARLIAMENTARY COMMITTEE TO ENQUIRE INTO THE CONDITIONS PREVAILING IN ZAMINDARI AND PROPRIETARY AREAS.

On the 10th and 25th September 1937, respectively, the Madras Legislative Council and the Madras Legislative Assembly agreed to the constitution of a Committee consisting of six members of the Assembly and three members of the Council, to enquire and report on the conditions prevailing in zamindari and other proprietary areas and any legislation that may be considered desirable in connexion therewith, with particular reference to the following matters :—

- (1) The juridical interests of the ryots in relation to the landholders ;
  - (2) Collection and remission of rent ;
  - (3) Survey, record of rights (including water rights) and settlement of fair rent ;
  - (4) Levies from ryots in addition to rent ;
  - (5) Utilization of local natural facilities by tenants for their domestic and agricultural purposes ; and
  - (6) Maintenance of irrigation works.
2. The Members of the Committee are as follows :—
- (1) The Hon'ble Mr. T. Prakasam (*Chairman*).
  - (2) Mr. B. Narayanaswami Nayudu, M.L.C.
  - (3) Mr. V. V. Jogiah Pantulu, M.L.C.
  - (4) Mr. A. Ramaswami Ayyangar, M.L.C.
  - (5) Mr. P. S. Kumaraswami Raja, M.L.A.
  - (6) Mr. M. Pallam Raju, M.L.A.
  - (7) The Zamindar of Mirzapuram, M.L.A.
  - (8) Mr. B. Venkatachalam Pillai, M.L.A.
  - (9) Mr. Mahaboob Ali Baig, M.L.A.

The Committee resolved to have Mr. T. Viswanatham, Parliamentary Secretary to the Hon'ble the Revenue Minister, as its Secretary.

3. Although it has been laid down that certain specified aspects of the problem should receive particular attention, the Committee feels that in order to discharge satisfactorily the task entrusted to it, the whole field of the existing legislation governing the relations between landholders and tenants should be surveyed, and as a first step towards this, the Committee will be glad to receive suggestions from the representatives of the interests involved.

4. In order to indicate to the public, the full scope of enquiry, the questionnaire appended hereto has been formulated by the Committee. All those who are interested in the problems affecting the tenants and zamindars are requested to prepare memoranda on the questionnaire, as also on points which are not mentioned in the questionnaire, but which may fall within the scope of the resolution and send the same to the Secretary of the Committee on or before the 1st of December 1937. It would greatly facilitate work and add to its expeditiousness if those who intend sending memoranda could send ten copies of the same to the Committee ; where a memorandum is in a vernacular, an English translation of it may also be sent with advantage, if it does not cause inconvenience. The Committee will decide after receiving the memoranda, its future programme with regard to the taking of evidence from those who offer themselves as witnesses. The Committee trusts that it can look forward with confidence to the receipt of valuable suggestions for the solution of the problem that it has been called upon to solve.

(The address of the Secretary is " T. Viswanatham, Parliamentary Secretary to the Hon'ble the Revenue Minister, Fort St. George, Madras.")

FORT ST. GEORGE,  
5th October 1937.

T. VISWANATHAM,  
*Secretary.*

## ANNEXURE

## QUESTIONNAIRE ON WHICH THE PUBLIC ARE REQUESTED TO SEND MEMORANDA TO THE COMMITTEE.

- I. (a) Who in your opinion is the proprietor of the soil; is it the zamindar or the tenant?  
 (b) What is the nature of the interest which the tenant has in the land as distinguished from that of the landlord?
- II. (a) What is a fair and equitable rent?  
 (b) What according to you are the considerations that should be taken into account in fixing a fair and equitable rent?  
 (c) Do you think that there should be statutory provision for remission of rent and if so, on what principles?  
 (d) Do you think it advisable to settle the rate or share of rent for a particular area once for all or do you think it advisable to enunciate the principles to determine what is a fair and equitable rent leaving to the officer or court concerned to arrive at the figure as and when a question arises?  
 (e) Do you think it desirable that the Provincial Government should have any reserve powers to revise, alter or reduce wherever they are inequitable by executive action through their Revenue Settlement Officers?
- III. (a) Do you think that powers of collection of rent now given to landholders under the Madras Estates Land Act require any revision?  
 (b) If so, on what lines?  
 (c) What in your opinion are the measures to be adopted with regard to the collection of rent and sale of holding, etc., in order to make the procedure simpler and less costly?
- IV. (a) Are the rights of the tenants to water-supply inherent as being appurtenant to the land or are they a matter of contract between them and the landholder?  
 (b) Has the landholder a superior right in the water-sources in the estate, and if so, what is the nature and extent of that right?
- V. (a) Do you think that all the estates should be surveyed and a record-of-rights maintained compulsorily?  
 (b) If so, what is the portion of the cost to be borne by the two parties concerned?
- VI. Can the landholder demand any levies, customary or otherwise, from ryots in addition to rent?
- VII. (a) What are the rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements?  
 (b) Have the tenants got any inherent right to use them for their domestic and agricultural purposes free of cost?  
 (c) What are the respective rights with regard to the public paths, communal lands and hill and forest porambokes as between the tenants and the landholder?
- VIII. (a) What, according to you, are the principles to guide the parties or courts to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works?  
 (b) Do you think that any rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation where the landholders fail to take necessary and proper steps?  
 (c) Do you think that such powers should be vested in the Government to be applied *suo moto* or on application by parties?
- IX. Do you think that yearly jamabandi as in the case of ryotwari villages is necessary?
- X. What should be the legal status of the undertenants in the zamindari areas in relation to (1) pattadar, and (2) the zamindar?
- XI. (a) Should the Board of Revenue continue to be the final appellate and revisional authority in proceeding between landholders and tenants or ryots or should a special tribunal be constituted for the purpose?  
 (b) In what courts, whether revenue, civil or special courts should actions and proceedings between landholders and tenants be tried?
- XII. (a) What are the reliefs and remedies to which the zamindar is entitled in respect of unauthorized occupation of lands by the ryots?  
 (b) Does the law in regard to collection by landholder of jodi, poruppu, kattubadi from inamdars require any revision?

## PART III.

**Memorandum by Mr. Gandikota Satyanarayanamurti, M.A., District Court Pleader, Chicacole, dated 30th November 1937.**

T. (a) The question at present is of little practical interest though it may be very interesting as a piece of academic discussion. It would have attained not a little practical utility if the main problem is the abolition of the zamindari system.

From the recent proceedings of the Madras Legislature dealing with the Hon'ble the Revenue Minister's resolution which culminated in the appointment of the present committee, I gather that the Provincial Government of Madras is not thinking of any proposal to abolish the zamindari system and the permanent revenue settlement.

My opinion is that the ryot is naturally the proprietor of the soil holding the more valuable kudivaram or occupancy right in the land though, according to the law as it stands at present, the zamindar also is artificially made the proprietor of the soil with only the less valuable right of melvaram or the power of collecting a share of the produce of the land.

When directing the introduction of the permanent settlement into Madras, Lord Cornwallis distinctly informed the Madras Government that the acknowledgment of proprietary right in zamindars was not to be allowed in any respect to affect the rights of ryots on others who had been subject to the authority of zamindars or other landholders; nor was the Government precluded from passing any laws or regulations deemed expedient for the protection of the rights of the ryots or of other persons or regulations deemed essential for the good government of the land ("Land Tenures in the Madras Presidency" by Mr. S. S. Ayyangar).

The Madras Regulations passed in the first half of the last century were in virtue of this reserved right. These regulations were repealed by and their main provisions re-enacted with certain changes in the Madras Act VIII of 1865 which was mainly a consolidating and processual measure without defining the substantive rights and liabilities of landholders and ryots. The Madras Estates Land Act of 1908 which repealed Act VIII of 1865 is the first enactment of our Presidency defining the substantive rights and liabilities of landholders and ryots. The Estates Land Act proceeds on the footing that the ryot's title to the land arises from occupation and gives legislative sanction to the ancient Hindu Law doctrine. Further the Act gives statutory recognition to the doctrine that the Government or its assignee, the zamindar, is entitled only to a share of the produce and not to the possession of cultivated lands.

The rights of the zamindars to hold their estates were, before the permanent settlement, much more uncertain than those of the ryots and the object of the permanent settlement was to place the rights of the former on a secure basis by limiting the demands of the Government on zamindars on account of the revenue, in order that the demands of the latter on the ryots might be equally defined and limited.

"The authors of the permanent settlement inappropriately called the rights conferred on the zamindars 'proprietary rights' being influenced by the notion fostered by modern English Law that there should be full ownership vested in some one person and all other right should be considered as derived from or through him." (Forty Years' Progress, page 224.)

The zamindars, for whom the permanent settlement was made, were of very various origin. Some were descended from the ancient chiefs holding the territories assigned to them on condition of paying tribute and rendering military service. Some were revenue officers and farmers of revenue under the Hindu and Muhammadan Governments. Still others were originally village heads or ryots or talaiyaris or poligars.

"In proceedings, dated 2nd December 1864, the Board of Revenue reviewed the history of the relative rights of zamindars and ryots and arrived at the following conclusions:—That the origin of the zamindar's office was comparatively a modern one and that, whatever its origin, the zamindars derived their rights from the State which could not confer more than it had possessed and exercised that in the earliest times the right of the State to a share in the produce was limited and that this limit was such as to leave a sufficient margin for the growth of valuable property in the land appertaining to the occupant whose right to retain possession on payment of the limited share was inviolable and hereditary." (Page CCXLV, Forty Years' Progress.)

The note on the judicial decisions affecting the rights of zamindari ryots given on page CCXLVI in the abovementioned book is worth perusal by the Committee.



(b) Ancient Hindu Law recognized only two beneficial interests in land, viz., (1) that of the Sovereign or his representative and (2) that of the cultivators holding the land either individually or as members of a joint family or a joint village community. It must be borne in mind that neither the Sovereign nor the cultivators had unlimited proprietary right or full ownership in the modern sense. The Sovereign's right is called *melvaram* in the Tamil districts (the word though of Tamil origin is used and understood throughout the Presidency); it is, in other words, the power to collect a share of the produce of the cultivated lands. Though in the strict significance of the term, *melvaram* is not rent, it is, however, loosely used to mean rent.

The share of the ryots or cultivators is known by the name *kudivaram* (also of Tamilian origin). The ryot's right to land arises from the mere occupation and is not derived from the Sovereign. In this connexion, the judgments of the Madras High Court in 9 Mad., 175, and 9 Mad., 285 are worth studying.

If we accept that the zamindar is the assignee of the Government, the relation between the Government and the ryot or between its assignee, the zamindar, and the ryot is one of co-partnership. The idea of co-ownership of the *melvaramdar* and *kudivaramdar* is well explained in 26 Mad., 252.

The nature of the interest of the ryot in the land is such as will secure a better price if the land is sold by the ryot than the price which can be had if the land is sold by the zamindar.

The inamdars of whole inam villages which according to the Madras Act XVIII of 1936 are now merged in the class of zamindars who possess only the *melvaram* right had, before the passing of the said Act, the *iruvarams*, i.e., both the *melvaram* and *kudivaram*.

When I speak of the zamindars, I do not mean inamdars and my view is that the inamdars, despite strong protests were unjustly deprived of their right of *kudivaram* and that the said Madras Act XVIII of 1936 is an expropriatory piece of legislation which must soon be repealed.

II. (a) & (b). "Fair and equitable rent" is nowhere defined in the present Estates Land Act. Section 27 lays down a presumption as to the amount of rent and conditions of holding "If a question arises as to the amount of rent payable by a ryot or the conditions under which he holds in any revenue year, he shall be presumed until the contrary is shown, to hold at the same rate and under the same conditions as in the last preceding year." Section 28 lays down the presumption that "the rent or rate of rent for the time being lawfully payable by a ryot shall be presumed to be fair and equitable until the contrary is proved." It is a pity that no amendments were proposed to these two sections when the Act was recently amended. But that does not mean that the Act is perfect with regard to this matter. When the Estates Land Bill was first discussed in the first decade of this century, the late Mr. Krishnaswami Ayyar wanted that the phrase "fair and equitable rent" should be clearly defined. "What is fair rent according to the Collector may not be a fair rent according to the Board of Revenue or any other appellate authority." So said Mr. Krishnaswami Ayyar when the Land Bill was first discussed. (Page 223, *Fort St. George Gazette*, Part IV, 17th March 1908.) We do not find matters improved in the rules framed under section 215 of the Act under the heading "Settlement of Rent." We have the rule " . . . In preparing the said roll, attention should be paid to the condition of the land, the nature of the soil, the prevailing rates of rent both in the village under settlement and in the adjoining villages, and to the provisions of Chapter III of the Act." The decision of the Madras High Court reported in A.I.R., 1926 Mad., 480 (*Valluri Sivat Sanka Rao v. The ryots of Kalagampudi* decided by Devadas and Waller, JJ.), has the following regarding fair and equitable rent:—

" . . . In making a record of rights the Revenue officer has to be guided by considerations which are not necessarily the same as those arising under section 30 of the Act. A Revenue officer acting under Chapter 11 of the Act should take into consideration the existing rate of rent, the rise in prices, the time when the rate was last settled and the present state of things as regards the facilities of irrigation and other circumstances which would enable him to settle what is a fair and equitable rent. Whatever may be the rate of rent, if he considers that it is not fair and equitable he is entitled to alter it and in doing so he is not bound by the rule that the increase cannot be more than two annas in the rupee. Under Chapter 11. the Revenue officer may reduce the rent and settle different rate of rent for land of different value or different fertility."

Under section 25 of the Act, "in the case of a ryot admitted into possession after the Act, the rate shall not exceed the rate for similar lands with similar advantages in the neighbourhood and when this is not ascertainable, the Collector shall fix fair and equitable rent."

In A.I.R., 1928 Mad., 170, at page 173 (*Senapati Narayana Patrudu v. Manager, Pedda Merangi Estate*, decided by Wallace and Thiruvengkatachariar, JJ.), we have the following:—

"One method" of determining the amount of rent "is to ascertain the rate prevailing for similar lands with similar advantages in the neighbourhood. Such a principle may well be applied to a suit for rent against a tenant when the rent is not already known or fixed . . . it seems to us a method justified both by law and in equity."

Based on the foregoing observations and on what is given below, the Provincial Legislature of Madras should define a "fair and equitable rent" and lay down principles for its determination.

One view is that the rent or the assessment which the Government would receive for similar lands, with similar advantages in the ryotwari tracts should be taken as fair and equitable rent in the case of zamindari lands. When we look into the position of the zamindars in relation to the Government both at the time of the permanent settlement and prior to it, and when we find certain rent rates prevailing in the ryotwari tracts, there is not the least justification for rents in a zamindari area being higher than those of the neighbouring and similar lands in ryotwari areas owned directly by the Government.

The following from the 3rd Volume of the *Fifth Report* on East India Affairs, 1812, at pages 30 to 32 is worthy of citation:—

"*Todar Mal's system of finance*, 1582 . . . 'a fixed jamabandi or annual settlement of the revenue formed on a medium of the ten preceding years' actual receipts, according to the best information which could be obtained from the local investigations of a number of skilful amins. . . The ultimate point of perfection aimed at in the Revenue department was to form a rent roll on an actual measurement of the lands, of exactly one-fourth of their full annual produce, shared with the husbandmen, to be paid into the royal treasury in specie, according to the number of beg-has or extent of ground in cultivation, distributed into four classes, expressive of the nature of the soil, and to be invariably rated by a medium then struck of the real value of the several productions throughout the year as ascertained on the spot: this was called the *Jamabandi Neckdy* or money settlement. (This prevailed chiefly in the Subhas of Delhi, Agra, Guzerati and Bihar) . . . "in the other provinces . . . the public revenue was levied by a different rule, technically understood from the Hindu word *Buttai* signifying division which was better adopted to the scanty resources of an indignant, ignorant peasantry . . . Agreeable to this mode it was ordained, that the great natural productions in all sorts of grain and pulse, depending on the periodical rains, and reaped in either of the two seasons *khareef* or *rubbi*, being wholly ascertained, estimated on the spot by the . . . skilful appointed appraisers, should be equally divided, share and share alike, between Government and its ryots or husbandmen. . . When corn and green crops were produced out of season or by the increased toil and charge of watering them artificially from wells, public reservoirs or by means of drains from rivers, then the State was only to be entitled to one-third proportion as sole proprietor of the soil, of the gross original product; but with respect to articles of greater value . . . such as sugarcane, plantains, mulberry and cotton plants, the share claimed from the immediate cultivators, through the agency of zamindars or farmers-general, by a lenient, wise, beneficent Government, varied from one-fourth to one-eighth, according to the additional expense and labour of culture, the length of time required in bringing such productions to maturity, and the distance, the hazard or trouble of carrying them for sale. . . thus were completed the foundations of that famous original system of finance involved in the Toomar Jumma of Todar Mal, intended to sustain the vast fabric of the Moghul Empire." "

From Sir Thomas Munro's famous minute of 1824 describing the condition of the ryots in zamindari in the Northern Circars, the following is extracted (pages 231-232, *Forty Years' Progress of the Madras Presidency*):—

"When these districts came into our possession, one part of them was in the hands of zamindars and the other and most valuable part was in the hands

of Government, and has since, by the permanent settlement, been made over to new zamindars of our own creation . . . in these provinces no fixed assessment has been introduced : . . . it may be said that the ryots have a right to be assessed only according to ancient usage and . . . this right will secure them from undue exaction, and give them the same facilities as the ryots of the Government districts of rendering their land a valuable property; but many causes combine to prevent this. The ancient usage was different in every little district or even village. It is not recorded or defined and is very little known to us. It is . . . in the Northern Circars very generally so high as to leave the ryot no more than the bare recompense of his labour and stock and thus to preclude his ever obtaining any portion of a landlord's rent . . . The zamindar would be able to harass the ryot in many ways and make his situation uncomfortable."

Again, the Committee may, with advantage, peruse the following extract from the report (1866) of Mr. Forbes, the Collector of Ganjam, on the condition of the zamindari ryots in the Ganjam district:—

" . . . The Government ryot in Ganjam pays a light rent, and his interests are cared for by the preservation of the existing sources of irrigation . . . The thirteen Oriya zamindars of Ganjam are, with few exceptions, the most grasping landholders and the least enlightened proprietors in the world; they take 50 per cent of the crops and lay out little or nothing in improving or even in maintaining irrigation works. They rack-rent their villages to middlemen and the under-tenants are consequently deprived of all chance of accumulating capital and are little better than serfs of the soil; the bulk of the ryots in zamindari estates would hail a change to Government management with joy . . . There may be liberal native landlords whose policy produces different results; but in the Ganjam zamindaris, the profits of the soil are divided between the ryot, the zamindar, the renter and the Government. In the Government taluks, the ryot and the Government divide the produce, the ryot taking by far the larger share. There can be no question which class lives under the more favourable conditions, and in fact, when the famine fell upon zamindari estates, the misery and mortality were far greater than in Government taluks."

From a study of the Madras Regulations between 1802 and 1865, we gather that rents were paid in money or in shape of a definite share of the produce. Even now in some zamindari estates the system of payment in kind commuted into money according to an arbitrary scale of prices obtainable at the Taluk office is being followed. But the system is beset with patent defects. An idea of the considerations to be borne in mind in fixing a fair and equitable rent in zamindari villages can be had from the following quotations from a recent report of Mr. Sathianathan, I.C.S., on Agricultural Indebtedness:—

"The ryotwari system of holding is the principal tenure of this Presidency . . . the ryot is not restricted in his powers of alienation. The land revenue proper ordinarily remains fixed for a period of 30 years at the end of which it can be decreased without limit or increased up to 18½ per cent where enhancements are proposed on the basis of rise in prices only after an economic inquiry by a Special Settlement Officer. The ryot is bound to pay the assessment fixed on his holding whether cultivated or waste, though remissions of land revenue are usually granted for drought or other causes beyond the ryot's control." . . . "Under the zamindari tenure, the zamindar holds his estate under a sanad by paying to the Government a fixed sum known as peshkash. The relations between the zamindar and his ryot are regulated by the provisions of Estates Land Act. . ."

**Rent on zamindari estates.**—The commuted money rents, in many zamindari estates are very high, sometimes going up nearly to Rs. 30 an acre. These high rates are in my opinion a hardship on the ryot, especially, when, as I am told, communal facilities like irrigation works, grazing grounds and the like are in certain zamindari estates, left in a neglected state. I believe there is need for a careful re-examination of the commutation rates with a view to revising them where they are found to be pitched too high."

I invite the attention of the committee to the brochure entitled "Economic conditions of the zamindari ryots" by Prof. N. G. Ranga, R. M. Sarma and N. V. R. Nayudu, whether the committee accept or not the conclusions of these learned authors, their typical descriptions of most zamindari estates would throw a flood of light on the problems engaging the attention of this committee.

Let not the committee pin its faith in the infallibility of Chapter XI of the Madras Estates Land Act, according to which, it is argued by some, "fair and equitable rents" can be fixed. I admit it is a most important chapter of the Act but at the same time it is a most carelessly drafted chapter, the sections in which require to be re-written carefully. The following from the Full Bench decision in 71 M.L.J., 118 (*Sri Ramachandra Mardaraj Deo, the Zamindar of Kallikota v. Beero Pollai*) is worthy of citation:—

" . . . The provisions of Chapter XI of the Act and particularly the sections from 169 to 179 have presented considerable difficulty in interpretation. Several inconsistencies appear between section and section, several anomalies result from a literal construction of the words of some of the sections. Justice Wallace was hampered by the difficulty . . . to reduce to a logical consistency the provisions of sections 165 to 179 of the Estates Land Act."

Justice Thiruvengkatachariar observes that "the drafting of the many sections referred to is by no means happy and the intention of the legislature as it may be inferred from one section seems to be repelled by the language of the other sections relating to the same subject-matter. . . . The provisions of Chapter XI of the Act are substantially reproduced from the Bengal Tenancy Act but unfortunately modifications have been made in the Madras Act which do not fit into the original scheme according to the Bengal Act and have given rise to much confusion." Despite many defects pointed out by the Madras High Court from time to time with regard to the Madras Estates Land Act, it is regrettable that the Madras Legislature has not yet rectified them.

(c) There should be statutory provision for remission of rent. It is a long overdue reform. I am of opinion that the principles governing remissions in ryotwari areas may, with the necessary changes, be adopted.

There is a problem of jurisdiction to be considered in this connexion. In some of my academic discussions of the questionnaire issued by this committee with pro-zamindar vakil friends, it was pointed out to me that if the Madras Legislature legislates on remissions to be granted by zamindars to their ryots, the Legislature will be infringing the provisions of the original permanent revenue settlement enacted by the Central Legislature and the Legislature of Madras will be obliged to grant compensation to the zamindars every time remissions are granted. My personal view is that there will be no question of jurisdiction and no consideration of compensation.

(d) I have bestowed my anxious consideration on this question and come to the conclusion that it is neither expedient nor practicable to settle rents, once for all. Instead of leaving the question to courts or officers "as and when occasion arises," why should not the principle of periodical settlements of ryotwari rents be adopted here?

(e) The Local or Provincial Government should have the sort of powers suggested in the question now that we have provincial autonomy and people's elected representatives at the head of the Government.

III. (a) They do require a revision. At present the landholder can resort to any of the three courses for the collection of rents—

- (1) A suit before the Collector.
- (2) Distraint and sale of movable property including standing crops.
- (3) Sale of ryot's holding.

In view of the reported abuses of the landholder in several zamindaris, the powers of distraint and sale of movable property including standing crops should be abolished. The other two powers the landholder can be allowed to exercise provided that (1) legally valid and subsisting patta and muchilka have been exchanged between the landlord and tenant and (2) joint pattas are not allowed to continue though separate pattas should have been issued and the necessary subdivisions of holdings should have been made. Fair and equitable rent should have been fixed as a condition precedent. Issue of the notices necessary should be by registered post or personally. The village panchayats aided by zamindars' officials should collect rent in kists which should be fixed with reference to the dates of collection of peshkash from the zamindar, and the dates of actual availability of agricultural produce in the hands of the ryots. Summary remedies of the suit and sale of the proportionate part of holding necessary to satisfy the rent arrears should be secured promptly through the proposed itinerant rent courts. (See my answers infra.) The processual law with regard to these powers of the landholder should be thoroughly re-overhauled. The ryots have been complaining of the abuses of the zamindar allowing the continuance of joint pattas, the zamindars' powers of distraint, etc. Hence the above suggestions should be translated into actual legislative enactment in a simple but effective way, convenient both to the

landholder and the tenant. The details should be worked out by the legislature. A reduced scale of court-fees for all matters under the Act should be fixed clearly by the legislature.

IV. (a) & (b) The rights of the tenants to water-supply are inherent as being appurtenant to the land; they are not a matter of contract between them. The zamindar can of course claim a water-rate which can be included in rent. As he is statutorily bound to maintain irrigation works in good order, he can have the right of equitably distributing water and regulating its supply to the lands of the ryots. But whenever it is found that the zamindar is guilty of violating the natural principles of equity in distributing water (if for instance he unjustly claims the right of precedence in having water for his private or seri land to the detriment of the ryoti land) or if he shows an unwarranted favour to anybody in the matter of distribution of water, or if the zamindari servants claim illegal mamools speedy remedy should be made available to the ryot. The ryot should not be asked to prefer a civil suit which will drag on and drag on until the psychological moment of dire necessity for water passes off. An emergent relief should be provided for the ryot who may be permitted to approach a specially empowered high-grade Revenue Officer or a criminal court. Zamindar should not be allowed to say "I sell every ounce of water at such and such a rate"; he can of course charge a reasonable rate and recover it as if it were an arrear of rent but should not be allowed to force a contractual relation on the tenant as a condition precedent. The decisions in 5 M.L.T., 143 and 8 M.L.T., 261 may be perused with regard to the rights. I do not admit that the landholder has any superior right. The sooner this notion is statutorily driven away, the better will be the relations between the zamindar and his ryot.

V. (a) & (b) All the estates should be compulsorily surveyed and maintain a record-of-rights. Unless such a thing appears in the statute, several estates tend to evade getting their lands surveyed and maintaining a record-of-rights. The idea of compulsion must find a place in section 164 of the Act which has to be suitably mended.

The cost of these operations (with regard to the usefulness of which there can be no two opinions) should be borne by the zamindar exclusively in view of the huge unearned increment he is having as his estate is permanently settled and as he is paying a small amount of peshkash compared with his present actual landed income. If any estate neglects to discharge this duty the Government should do it and recover the cost thereof from the zamindar as if it were an arrear of land revenue.

VI. Such levies, be they customary or otherwise, should be statutorily stopped and even penalized on a scale wider than that prescribed in section 136 of the Madras Estates Land Act. There may also be interpolated a new section 136-A penalizing the levy of the so-called customary cesses. It is the insertion of a new section as the one proposed which will prevent people from justifying customary cesses or levies on the ground that some antiquated Madras Regulations legalized the levy of such fees or cesses or *kanakalu* or *nazaranas*. If the Committee wants to have some idea of these customary exactions or cesses its attention may be invited to page 222 of "Forty Years' Progress of the Madras Presidency."

"Mr. Stratton's report shows that, besides the mamool teerva which was in itself sufficiently onerous, imposts were being levied in the Venkatagiri and Kalahasti Zamin-daries under the denomination of *katnams*, and that most of these were arbitrary exactions. In the Ramnad Zamindari also, additional cesses over and above the mamool teerva were levied, among which may be mentioned *Nilaveri* (land-tax), *Vakkalvari* (the straw tax), *Padakanikkai* (a present placed at the feet of the zamindar), *Palam Katchi* (a present made to the zamindar when the glad tidings of the ripening of dry crops was conveyed to him), grain fees for the maintenance of an English writer in the establishment of the zamindar."

I know several instances of zamindari officials in the Parlakimedi Estate demanding *Vetti* and free service on the landholder's *seri* lands. These customary levies, though, I know, they are willingly complied with by some ryots, are illegal and should be statutorily ended in an effective way.

VII. (a), (b) & (c) The immemorial forest and grazing rights of ryots should be recognized statutorily. The tenants have an inherent right to the use of fodder, green manure and wood in forests. The vague and elastic rules in regard to the forest areas in the Parlakimedi Estate, the differences between its zamindar and the ryots of the estate with regard to the recently created ryots' association, the Andhra-Oriya problem and the acute differences between the pro-zamindari party and the anti-zamindari party have in recent years led to large numbers of forest cases instituted by the lower forest officers of the Parlakimedi Zamindari and the cases have caused not a little sensation throughout the zamindari. The recently instituted distinction between *unreserved*

forests and reserve forests, the proximity of reserve forests to arable areas, and the discriminate and partial grants of forest tokens enabling ryots to get green wood or timber, the inequitable charges on various kinds of forest produce, the persecutions of unscrupulous forest guards who constitute the terror of the ryots in several areas of the estate, these and many more constitute an unsavoury chapter in the forest administration of the Parlakimedi Estate. Owing to the stringency and rigour of forest by-laws, in the village of Saravakota in the Parlakimedi Zamindari, I am told, a Hindu dead body had to be buried instead of being burnt for want of firewood. I think that there should be adequate statutory provision with regard to the rights of ryots to forest produce in such zamindari areas, or the forest areas in such zamindari tracts should be freed from the control of the estate and handed over to forest panchayats or the village panchayats when the pet scheme of the Honourable the Revenue Minister materializes. The zamindar, whoever he may be, holds the forests in trust for the ryots of his zamin; he should not be allowed to use forests as engines of oppression. Owing to restrictions in getting fuel from the forest areas, farmyard manure is now being utilized as fuel in many villages of the Parlakimedi Estate and it need hardly be said that the wastage of farmyard manure as fuel as prevented it from adding to the fertility of the soil. The tenants' inherent right to freely use the forest produce for domestic as well as agricultural purpose should, subject of course to certain restrictions, be statutorily recognized.

(c) The zamindars' control over these should be removed and they must be entrusted to village panchayats which, independently of the zamindars, should see that the communal lands such as footpaths, cattle-stands, thrashing-floors, hill and forest porambokes are put to the proper communal use. There is no use of discussing the relative rights of the zamindars and the ryots with regard to these communal lands. They must be open to all and should be under the unfettered control of village panchayats.

VIII. (a), (b) & (c) The Judicial Committee said thus in Indian Appeals 364, " . . . The tanks are ancient and form part of what may be termed a national system of irrigation, recognized by Hindu and Muhammadan Law, by Regulations of the East India Company and by experience older than history as essential to the welfare and indeed to the existence of large portion of the population of India. The public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India and upon the settlement of the country has in many instances devolved on zamindars. The zamindars have no power to do away with these tanks, in the maintenance of which large numbers of people are interested, but are charged under Indian law, by reason of their tenure, with the duty of preserving and repairing them." The principles laid down in Chapter VIII of the Madras Estates Land Act are the result of the recent Madras Estates Land Amendment Act of 1934, and they are no doubt well conceived but I wish to add a few practical suggestions which may also with advantage be considered. My suggestions are based on those of the Andhra Zamindari Ryots' Association which wants that all irrigation sources must " be surveyed and investigated and a ten-year plan of reconstruction and repairs must be prepared for every zamindari by the respective land courts."

Let an Irrigation Sources Protection Fund be started in every estate and let it make suitable annual contributions to a Central Zamindari Irrigation Sources Protection Fund from which different estates can borrow at a low rate of interest. The practical side of this suggestion must be patiently worked out.

(d) I think that, in view of the utter neglect of irrigation sources in many zamindaris, right should be vested in the Provincial Government to undertake the repair or maintenance of irrigation works. The fact is that some zamindaris, whatever fine things may be said of their responsibility, etc., cannot undertake the repair of tanks therein. Take for instance the case of the Junior Tekkali Estate, the tanks of which are all in need of repairs. At least the minimum repairs require a lakh of rupees. " But the zamindar is so much steeped in debts that there is very little chance of his being able to improve them even if he wishes to do so." In such cases, the Provincial Government should interfere and do something effective and tangible to improve the irrigation sources. Where zamindars have the necessary finances but do not repair the tanks, etc., in their estates, the Government should, on application of a certain number of ryots in the estate, undertake the needed repairs, etc., through their Public Works Department and realize the cost thereof from the zamindars concerned.

(e) I think that such powers should be applied both *suo motu* and on application by the parties. If there is a statutory provision that the Government Revenue Divisional Officer should from time to time inspect and report about the irrigation works to the Government as well as the zamindars, the latter, I am sure, will respond to the needs of the ryots in obedience to the periodical mandates of the Local Government.

IX. There seems to be some divergence of opinion as to the utility of jamabandi even in the case of ryotwari villages; but whatever might be said against jamabandi in ryotwari villages, my discussion of the details thereof with friends working in the revenue department has convinced me that jamabandi, evil if it is, is a necessary evil.

There is much use if jamabandi on well-conceived lines is insisted on in zamindari villages also. The grievances of the zamin ryots can be openly expressed before the concerned estate authorities and if the Government Revenue Officers are also asked to interest themselves in zamin jamabandis, the practical utility thereof can be enhanced. Questions of suits for arrears of rent, steps for sale of holdings, questions connected with the levy of water-rate and distribution equitably of water from the estate irrigation sources—these and a host of other matters of interest to zamin ryots and zamindars—must be discussed. There will, of course, be no meaning if jamabandi is reduced to a mere paper transaction. I know that the Patapatnam Ryots' Association thinks that annual jamabandi will be very useful to the zamindar as well as his ryots.

X. I advise this Parliamentary Committee to carefully consider the expediency of adopting with charges, if necessary, the following section 61 copied from the Central Provinces Tenancy Act XI of 1898:—

- (1) In any local area in which the Local Government may, by notification in the local official gazette, declare this section to be in force, a sub-tenant holding from a tenant who is proved to the satisfaction of a Revenue Officer or Settlement Officer to habitually sublet the land held by the sub-tenant and to manage it solely with a view to the obtaining of rent may, subject to such rules as the Local Government may prescribe, be declared by such Revenue Officer or Settlement Officer to all the above rights conferred by this Act on an ordinary tenant and shall thereupon be deemed to have such rights both as against the sub-tenant and as against the landlord from whom the latter hold.

Provided that no such declaration shall be made within one year after the commencement of this Act or in the case of a sub-tenant holding under a lease registered before commencement of this Act or until an opportunity has been given to the sub-tenant to show the cause against it.

- (2) When a sub-tenant has been declared under this section to have the rights of an ordinary tenant so much of the rent payable to the proprietor by the tenant from whom he holds on account of the land sublet to him shall be rendered by him to the proprietor direct and the balance shall be rendered by him to the tenant from whom he holds.

- (3) If a tenant regarding whose land a declaration under this section has been made dies without heirs or sublets his holding the sub-tenant shall be deemed to hold direct from the landlord and the total rent paid by him for the land at the time of such death or surrender.

According to law as it stands at present as adumbrated in Madras Law Weekly, 270, a sub-tenant holding under a ryot is not a ryot within the meaning of the Madras Estates Land Act. But if some such provision as the above is incorporated, suits between the ryot and the under-tenant need not, as at present, be instituted in civil courts but in the special rent court proposed in answer to question XI (b) infra.

When statutorily recognizing these under-tenants, many matters require elucidation in the Act lest parties should unnecessarily involve themselves in wasteful litigation. The under-tenant should not himself be allowed to sublet the holding to sub-tenants. His relations with the pattadar and the zamindar and above all his limited right of occupancy should be unequivocally set forth in the Act.

XI. (a) The Board of Revenue is a white elephant and it should forthwith be done away with. The final appellate and revisional authority should be the High Court, but not a special tribunal as the latter will entail a lot of unnecessary expense. The duties of the present Board of Revenue may be distributed amongst District Collectors and Revenue Divisional Officers who will naturally be people with a lot of revenue experience. Appeals from their decision in purely revenue matters can be had before the Local Government.

Where rent rates are to be fixed, the first authority to determine them shall be the settlement officer; rent suits between the zamindar and tenants shall be instituted in itinerant special courts, the chief presiding officer of which shall be a pleader of at least ten years' standing assisted by assessors representing equally the ryots and the zamindars. Appeals from the decisions of these courts shall be heard by the Subordinate



Judges, District Judges and the High Court. Points of pure revenue interest may be referred to the Revenue Divisional Officers, District Collectors or Special Settlement Officers to be reputed by the Local Government. I am not for troubling the Munsifs' Courts with rent suits under Madras Estates Land Act unless they can be made itinerant. If even they are made itinerant, rent suits will encumber their work. The chief presiding officers of the itinerant rent or land courts I propose can be given a few months' preliminary training in survey and field work so as to enable them to do the sort of work now being done by Special Deputy Collectors whose knowledge of even the elements of civil law is in several cases found to be very meagre.

The object of my proposing itinerant rent courts is that they should be within the easy reach of ryots who should not, as at present, be obliged to travel long distances at much expense and to absent themselves from their villages to the great detriment of their agricultural duties. Though not in every zamindari village at least in every group of five or six zamindari villages, a busy itinerant rent court should be instituted.

XII. (a) In the first place, the zamindar should prove in a proper civil court the factum of the said unauthorized occupation with reference to clear and unmistakable documentary evidence. If the alleged occupation seems to be unauthorized with reference to survey records but authorized with reference to boundaries mentioned in any document, the case should be treated as one of authorized occupation.

Where an occupant is found to be in unauthorized occupation for more than three years, he should be considered a ryot and be made liable to pay 'fair and equitable' rent.

The word 'twelve' in the explanation to section 3, clause 15 should be changed into 'three.' The shorter the period, the more reliable will be the evidence that will be let in; that is the reason for the amendment I propose.

In proved cases of unauthorized occupation by the ryot, he can be ejected by only a civil court. Since questions of title and possession will be involved in such cases, I think that civil courts alone should have jurisdiction to try such cases according to the existing convention in suits under the Madras Estates Land Act.

(b) I am of opinion that the Madras Act No. 18 of 1936 is a hastily enacted expropriatory piece of legislation strongly objected to by the inamdars whose long standing and valuable kudivaram or occupancy rights were taken away from them for a paltry compensation of one year's rental. The provisions of this Act should be repealed and expunged from the Madras Estates Land Act and duly considered provisions for safeguarding the interests of the inam tenants may be incorporated in the Madras Estates Land Act or any other Act.

If my suggestion is carried out, the law in regard to collection of jodi, kattubadi, etc., does not require any revision.

If, despite the just protests of the inamdars, the provisions of the Inams Act are not going to be deleted from the Madras Estates Land Act, the inam tenant should be made to pay two-thirds and the inamdar one-third of the kattubadi to the landholder in view of the proportionate values of the inamdar's and tenant's varams. Kattubadi should not be included in 'Rent.' A suit for kattubadi against an inamdar by a zamindar can be instituted only in a civil court according to 36 Madras, 7; that law can be continued by a clear provision in the Madras Estates Land Act itself. Or, kattubadi may be paid direct to the Government which may correspondingly diminish the peshkash payable by the zamindar.

G. SATYANARAYANA MURTI,  
District Court Pleader.

**Memorandum by Mr. B. Jagannadha Rao, B.A., B.L., Vakil, Vizagapatam, dated 30th November 1937.**

*Relation between the ryot and landholder.*—Academic discussion will serve no useful purpose. I take it that socialism and communism are not in the Congress creed. If it is amelioration of the condition of the ryot this academic discussion would serve no useful purpose. We arrived at a certain stage when the Estates Land Act is enacted. The ryot became the owner of the soil (not sub-soil) and the proprietor is the melvaramdar as transferee from the Government. This legal position may be maintained hereafter also.

But some suitable amendments of the Estates Land Act, sections 3 (10), 6, 25, 163 and 163-A are necessary to better the condition of the ryots :—

- (1) Waste lands should be allowed to be cultivated at the prevailing rate without payment of nazarana by the adjacent ryot.



- (2) Waste land should not be let out without adequate provision of grazing land in a village.
- (3) The landholder should not be permitted to increase his private land. Land held as private land, 12 years prior to the passing of the Estates Land Act alone should be his private land.
- (4) Lands purchased at sales under section 112 abandoned or relinquished should be let out within a year on application by any ryot of the village at the prevailing rate. On the sale of the land the ryot should be dispossessed of it by the estate which purchases it.

*Remission.*—No rent should be collected if the crop is one-fourth or less. Then there should be a graded remission from one-fourth to three-fourths. No remission if crop is more than three-fourths.

*Survey and record-of-rights.*—This is essential in every estate. The cost should be borne equally by the proprietor and the Government. The ryot shall pay only cost of survey stones necessary for his holding. Survey and settlement kills much unnecessary litigation.

*What is reasonable rate of rent.*—Thorough revision in consonance with the rate prevailing in the neighbouring Government jirayati villages should be adopted. One-fourth of the gross yield of the land would be a fair and equitable rent. The ryot shall have the option of paying either cash or in paddy at Rs. 60 per garce, for all time to come without any further resettlement.

It is admitted on all hands that the ryot is hard hit in the incidence of taxation compared to urban population.

4. (1) Except cesses payable to the Local Government and any other cess payable by order of the Government shall alone be included in the patta. All other fees are to be regulated by special contract recoverable through civil courts.

There shall be no letting of land for pasturage purpose only. Pasture land should be free for all the villagers including the cattle of the proprietor.

(2) There shall not be a levy of water-cess for raising wet crops on dry lands. But if the landholder finds that wet crop is raised on dry land for three successive years with the aid of water from a common source, the landholder may apply for reclassification as wet under section 137 (a).

(3) *Wet into dry.*—When there is a failure for three successive years in wet crop on the ground that it was not possible to raise an irrigated crop for want of water the ryot shall have a right to apply for reclassification into dry. [137 (c)] may therefore be suitably amended.

5. *Rights in forest and waste lands.*—In waste and forest lands the ryots should be allowed to graze their cattle free of any fee. They should be allowed to cut timber for agricultural implements, for raising of huts. Taking such fuel as is available by the adjacent ryots should be free of any fee. The ryots need not have other forest produce free.

6. *Irrigation.*—The remedy provided under section 138, Estates Land Act, is not speedy and is in practice proving costly. Landholders getting more than Rs. 5,000 net revenue should pay one-tenth of it to Government for irrigation. Public Works Department will be in charge of all repairs in estates also.

In case of abnormal damage the landholder and the Government contribute in equal shares for restoration of major and minor irrigation sources.

7. *Recovery of rent.*—Distraint of movables and sale of holding in a summary way cause great hardship. One of the two remedies should be abolished altogether. In case both are found necessary these alternations will mitigate the evil.

(a) If the ryot undertakes in writing to produce one-fourth of the estimated grain of an attached heap within one month at the tana office with one surety the distraint should cease.

(b) Poundage on sale-proceeds to the Government should be abolished. Interest on arrears shall be at 3 per cent only from the end of the fasli and not on instalments.

Collection of rent should be after 15th January in three or four instalments before 30th of June.

*Subdivision of pattas.*—This should be done very promptly on application by the transferor or transferee. If this is ensured a lot of mischief by the subordinate revenue officials and karnams will disappear and a sigh of relief it would be to all ryots.

Notice to mortgagee on holdings is also necessary in all sales. The proviso to section 145 (3) and clauses III and VIII are unnecessary and vexatious.

Any person interested in getting a separate patta may apply for subdivision with the original deed or a public or a private copy of it. The duty of verification is on the estate. Penalty for neglect of subdividing within three months after notice should be imposed on the proprietor.

" Survey field " in section 116 (1) should be omitted as it is contrary to the spirit of section 126. A revenue field may consist of anything from a few cents to a number of acres.

The ryot may seek damages for violation of section 126 under section 213.

*Trees in holdings.*—All trees now in the holdings in possession of ryots shall belong to him.

*Relinquishment*—Section 149.—Any portion of a revenue field may be relinquished.

*Communal lands.*—Lands mentioned in clauses (a) and (b) of section 3, sub-section 16 shall not be allowed to be encroached on either by a ryot, and shall not be allowed to be leased by the proprietor either temporarily or permanently. Penalty should be provided for leasing such lands.

*Joinder of parties and causes of action in suits by ryots.*—In suits filed by ryots under section 78 or 112 any number of ryots should be allowed to join as plaintiffs in a single suit having a common or similar causes of action against the proprietor.

*Payakari ryot.*—This is a vexed question which affects very large interests of pattadars who never cultivate their lands but lease them out to payakaris.

These payakaris form more than 70 per cent of the agricultural population in many areas. Any benefit done to them will alleviate agricultural distress a good deal.

Payakari ryots including those cultivating private land of the proprietor should not be asked to pay more than double the rent the pattadar pays the landholder. This is drastic. But equitable and just. This will have the effect of driving more educated people to the lands held by them as pattadars and to some extent solve the educated unemployment problem.

But what about the evicted agriculturists? They must be given banjar lands with the means of bringing them under cultivation.

The above improvements suggested will go a long way to relieve the agriculturist of his distress. And together with this if death duties are levied and agricultural income also is taxed in grades the zamindars and proprietors will no longer be an eye-sore to the ryot and the left-wing socialism of the Congress will have a quietus as far as the agricultural population is concerned. The Congress Ministries will have earned the lasting gratitude of millions of people.

B. JAGANNADHA RAO,  
Vakil.

**Memorandum by the Bar Association, Yellamanchili, Vizagapatam district.**

I. (a) The tenant is the proprietor of the soil.

(b) The tenant's right is absolute, subject to the payment of rent to the landlord regularly without default (please vide answer to question VII in this connexion). This right is confined only to the surface soil and not to mines, etc., which rest in the landlord.

II. (a) A fixed percentage, not exceeding 10 per cent of the yielding capacity of the land, whether in cash or in kind (one view). Rent should not exceed 10 per cent above the proportionate peshkash payable on the holding (other view).

(b) The nature of the soil; the nature of crops that can be raised; the labour that is required; the probable average yield; water facilities; the market facilities; average market prices; communal facilities, e.g., grazing grounds, forests, etc., in the neighbourhood; existing customary fees payable in addition to rent: these shall be the criteria in fixing rent.

It is not possible to lay down a general principle for the whole province or even for a particular area. It is desirable that each plot of land in a holding should be separately dealt with and assessed.

The data in fixing the rent for each plot must be recorded in the permanent register mentioned below—vide answer to question V (a).

(c) Statutory provision must be made for remission in all cases where the crop fails—

(i) On account of failure of rain.

(ii) On account of failure of recognized irrigation source.

(iii) Other natural causes, e.g., pests, diseases, etc., over which the tenant has no control.

(iv) Marked fall of prices in the market, i.e., below a certain limit to be prescribed.

In cases of rent in kind which varies with the quantity of crop realized, there shall be a total remission if the total yield is below a presented minimum.

In case of rent in cash or a fixed quantity of grain irrespective of yield, if it is found in any year that the total yield is less than the registered standard, a proportionate remission is to be granted. And when the crop is less than a prescribed minimum, total remission must be granted.

(d) (Please vide answer to question II above.) In case the landlord or the tenant claims a revision of rent, it shall be done by the Revenue Settlement Officer and not by a court. His decision shall be final. The reasons for revision may be a change in any one or more of those that are considered at the time of fixing rent at first. The right to a general periodical enhancement of rent is not desirable.

(e) No—not unless either party moves.

III. (a) Yes.

(b) (i) The provision that only property sufficient to realize the arrears and costs shall be distrained must be more strictly enforced. It must be laid down that sale in contravention of the provision is void.

(ii) Greater facility must be given to the tenant to redeem property from the distraint by enabling him to raise money on the same by mortgage or sale if necessary.

(iii) The tenant shall be entitled to object to a distraint by an application and not by a suit as provided in sections 595 and 112 of the Estates Land Act.

(iv) Crop less than the minimum prescribed for total remission shall be exempt from liability to be distrained.

(v) Notice of distraint must be compulsorily given to persons who have acquired any interest in the crop or in the holding, as the case may be, sought to be distrained, by any transfer *inter vivos* or by operation of law. (Please vide answer to question V (a) regarding registration of transfers.)

(vi) Suits for arrears of rent must be made less costly. Suits and proceedings between landlord and tenant must be decided by civil courts. But the court fees for such suits or proceedings must be much less than in other cases.

(vii) It shall be specifically provided that when a landlord sues for rent without asking for the enforcement of the charge, he shall be deemed to have given up the charge of the decree shall be executed as any other money decree and even if the holding be attached and sold in execution of the decree it shall be subject to all encumbrances created prior to the attachment.

(viii) The landlord shall not be permitted to bid at an auction sale of a holding for arrears of rent. But he shall be given right to see to eject the tenant in all cases in which rent has fallen in arrears for a continuous period of three years whether any other remedy to recover the arrears has or has not been started by the date of the suit, provided that a suit in ejectment shall not be decreed if the tenant pays the arrears and costs or otherwise satisfies the landlord, within a period to be fixed by the court.

(ix) Provision must be made that in case of joint pattadars enjoying separate portions of a holding, any proceeding for the recovery of arrears shall be taken on such of them as have committed default or on their share or shares in the holding.

IV. (a) The right to receive water from all classes of water sources cannot be said to be rights appurtenant to the land. Riparian rights and rights of easement only can be such appurtenant rights. The landlord must be held to be the owner of all artificial water sources, e.g., tanks and channels, and he must have the right to distribute the water to the holdings and to keep the water sources in good condition. In cases of natural sources of water, riparian owners who receive the water directly or through channels, shall be the owners of water. These riparian owners shall maintain such water courses at their own cost.

(b) Subject to the riparian rights the landlord shall have superior rights and those are limited only to rights of supervision and of settling any disputes between tenants.

In case of wells, of course, the tenant is the owner of water and the landlord has no rights in the same.

V. (a) Yes. Every estate shall be surveyed and a record of rights shall be maintained.

A permanent register shall be maintained for every village in which shall be recorded the following: The number of plots in each holding, the extent, nature of soil, water facilities, data for fixing the rent, standard minimum of crop for purposes of remission, the names of present owners with their respective rights, a brief history of the title of each item, the number of each variety of trees, of the rights of such trees, rights of easement and on the plots, if any, public rights, e.g., the right of holding any fair, shandy or a festival on the land, liability for submersion by tank-water, mode of irrigating the land and such other particulars as may be deemed necessary in case of any particular plot or holding. These particulars must be recorded with respect to each plot. A sketch of each plot shall be affixed.

Whenever there is a transfer of any holding or chart of it either *inter vivos* or by operation of law, the same shall, within a prescribed period, be recorded in the permanent register in addition to registration under any other law for the time being in force and the fact of such record shall be noted on the document, if any, evidencing the transfer. No person who claims any rights under such transfer shall, if the same is not so recorded, be entitled to any claim against the landlord. The landlord shall record a transfer *inter vivos* if both parties apply or consent to the same. He shall not be bound to make any enquiry in case of dispute regarding such transfer. He shall refuse registration in case one or other of the parties thereto does not admit truth of the same. In case of transfer by operation of law the landlord shall register the same on an application by a person who claims to be transferee, supported by a certificate or other sufficient evidence. A record made in such cases shall not affect the rights of third parties nor shall it estop party affected from afterwards establishing his rights, if any, and the plot or holding concerned.

When first prepared each entry in the permanent register shall be signed by all persons whose names are shown therein as present owners, the neighbouring tenants and the village officers.

The permanent register shall show all changes which may be made from time to time and shall serve to be record of the history of the holding.

It shall be obligatory on the part of the landlord to separate a portion of a holding and issue separate patta for the same whenever there is a transfer and an application for separation. Failure on the part of landlord to so give a patta shall be a ground to refuse him any remedy for recovering arrear of rent.

(b) Costs of preliminary survey must be borne by the landlord. The cost of settlement and of the preparation of record of rights shall be borne half by the landlord and the other half by the tenants in proportion of the rent they are assessed to in such settlement. All costs of subsequent survey, subdivision, recording, separation of holdings, etc., shall be borne by the concerned parties at the prescribed rates.

VI. No. If any such customary payments are now in vogue they shall be considered in fixing the rent and, if reasonable, added to the rents.

VII. (a) The tenant, as such, shall have all these rights free. Such facilities, wherever they exist, will be factors in considering the rate of rent.

(b) Only for agricultural purposes. The tenants must be made to pay some fees for domestic purposes in consideration of the landlord maintaining the forest at his cost.

(c) They vest in the landlord or in the Government. The tenant shall have the right of user in a reasonable manner for all customary purposes (to be recorded in permanent register). The provision in sections 20 to 23 of Estates Land Act are enough.

VIII. (a) The landlord shall be liable to maintain all the water sources except private wells and channels. The penalty for neglect in keeping irrigation sources in repair shall be remission of rent.

All the irrigation works now maintained by landlord shall be recorded as belonging to him unless contrary is proved.

(b) Yes.

(c) On application, except in cases where the Government is also interested in the work.

IX. No. Jamabandi on the lines of that conducted by the Government is not necessary. But an annual settlement of accounts between tenants and estate is to be made.

X. (a) The same as those of a lessee and a sub-lessee under a common law, e.g., Transfer of Property Act.

(b) Unless the sub-lease is recognized by the zamindar recorded in the permanent register, a sub-lessee shall not be entitled to any rights as against zamindar. If the sub-lease is recorded or recognized by zamindar the sub-lessee shall be entitled to notice of all

proceedings for recovery of rent or ejection and shall be made a party to such proceedings. Mere payment of rent to the zamindar shall not by itself be deemed to be a recognition of the sub-lease by the zamindar.

XI. (a) The Board of Revenue shall have nothing to do with the litigation between landlord and his tenant. Nor is there any need to establish a special tribunal. The existing civil courts of original, appellate and revisional jurisdiction are quite sufficient.

(b) The civil courts shall be given jurisdiction over all suits proceeding between landlord and tenant except in course of settlement and revision of rate of rent and preparation of record of rights or permanent register. Special procedure may be prescribed for a speedy disposal of such suits. Additional courts, if needed, may be established, but to be governed by Madras Civil Courts Act.

XII. (a) The present provisions contained in sections 163 and 163-A of the Madras Estates Land Act are enough.

(b) Yes. Provision must be made for the realization of them as arrears of rent.

*Some other suggestions.*—Some statutory provision or extension of Chapter V of Transfer of Property Act must be made to govern the relations between a landlord and tenant in case of agricultural leases.

**Memorandum by Mr. M. V. Gopal Rao, Chodavaram, Urlam estate, Alamajipeta post, Chicacole taluk, Vizagapatam district, dated 25th November 1937.**

I. In my opinion the tenant is the proprietor of the soil, as he is in the land before the advent of the zamindari system. Zamindari system was introduced in the year 1803. Before that the East India Company used to collect rents from the ryots though not directly. They used to give portions of their territory on lease to the highest bidder. But in the year 1803, the East India Company confirmed the lease and a permanent settlement was made.

Urlam Kadam was confirmed to one Kannepalli Sarvathomukayajulu, Polaki Kadam was confirmed to one Ravulavalasa Balaramamurti and Jalumur Kadam to another man. Later on, all these three zamindaris were sold away by the Government in public auction as the zamindars failed to pay the peshkash. Polaki and Jalumur estates were bought by the Government whereas Urlam estate was bought by one Budhiraju Basavaraju in public auction in the year 1814. Because Polaki and Jalumur estates were bought by the Government, ryotwari tenure continued till now. But as Urlam estate was bought by a private individual, zamindari system promulgated.

The zamindar, according to the kabuliyat, got only the melvaram right. But taking advantage of the ignorance and illiteracy of the poor tenantry, he trespassed upon the kudivaram of the ryot and got undue and illegal enhancement of rents with threats of eviction; when the poor tenant had to coolly submit to the tyranny of the landlord. Justice and courts in those days even till recently afraid of by the tenant. To add to this, the influence of the landlords over the courts of justice was such that his will become the law of the land, as may be proved from some passages in the judgment of the Urlam commutation suits of 1911.

II. In my opinion fair and equitable rent is half the net produce of the land. The existing rent in Urlam estate is highly oppressive and burdensome. But, however, the ryot is made to pay such an abnormal rent having nothing for his maintenance for fear of that he may be deprived of the land by enforcing sections 112 and 114 of the Madras Estates Land Act of 1908. The payment of the rent by the ryot under circumstances noted above should not be taken as an indication that the rent is not oppressive and burdensome. Much indebtedness of the zamindari ryot to the sahuks will clearly show the Government that the rent is oppressive and leaves very little to the ryot.

The average yield of an acre in the Urlam estate is 16 putties as it was admitted by both the parties in the Urlam commutation suits. Cultivation expenses in the Urlam estate are very high when compared with those in other estates as there are no grazing grounds, forests and other natural facilities required for agricultural purposes; and as such, the tenant should be allowed.

III. The zamindar should have all facilities and powers for collection of his due share of rent.

IV. In the Urlam estate the rights of the tenants to water-supply is inherent as being appurtenant to the land as the water sources were existing before the zamindari system was introduced. If water sources are newly constructed at the expense of the zamindar, he may have the superior right over them. In any case the zamindar is bound for the supply of water to those lands that are marked wet. Hence he is bound to keep the water

sources in good condition. But the zamindar should have no control over the distribution of water. An irrigation panchayat may be formed in every village for this purpose. The zamindar should not charge any water-rate for the second crop when the right of the tenant to water-supply is inherent.

The landlord should repair all irrigation sources on or before 1st April every year, failing which the Collector on the motion of the irrigation panchayat will issue orders for the necessary repairs giving a decree in favour of the executant against the zamindar or his liability of rents from tenants without giving notice to the zamindar. It is necessary to have such a rigid law to keep the irrigation sources in a proper condition.

V. Survey and records of rights should be maintained compulsorily at the sole cost of the zamindar as his interests are more involved. A certain percentage of the yield to make good these deficits.

Cultivation expenses per acre will amount to 6 putties (1 putti of seeds;  $1\frac{1}{2}$  putties for replantation; half a putti for removing weed, etc.; one putti for reaping the harvest and two putties for cattle and manure expenses). After deducting the expenditure there remains only 10 putties. But in this zamindari, the average rent per acre ranges from Rs. 20 to 23. If the ryot pays the rent by selling these 10 putties, the ryot will have to enter into debts for his maintenance and costs of future cultivation. Hence a fair and equitable rent in my conception is half the net produce leaving half to the ryot for his maintenance. According to my calculation, half net comes to 5 putties which if commuted into money at the average price of Rs. 60 per garce, will be Rs. 10 per acre.

According to water-rate survey, the area of the Urlam zamindari is about 1,800 acres. If so, the zamindar will get Rs. 18,000 a year. In that the zamindar has to pay rupees six thousand and odd towards peshkash to the Government. Anyhow, the zamindar will have twice what he pays to the Government which amount, I presume, is enough for his being a mediator between the ryot and the Government.

It is advisable to settle the rate of rent once for all. The Provincial Government should have power to revise or alter the rents when they are found inequitable.

VI. The landlord should not demand any levies customary or otherwise from ryots in addition to rent as the tenant was already overburdened with rent though the rent is reduced, when compared with the ryot in the ryotwari area.

VII. The ryot should have full facilities to utilize porambokes for grazing purposes. He should be allowed dry wood for agricultural purposes and green leaves for manure if there are forests in the vicinity. Neither the tenant nor the zamindar should have any control over communal porambokes such as paths and burial-grounds, etc. It should be left to the village panchayat.

VIII. See paragraph IV.

IX. Jamabandi by the Collector is desirable as it will enable the ryots to put forth their grievances before the Collector for redress.

X. The under-tenant should have no relation with the zamindar. He should have relation only with the tenant.

XI. Special court should be opened to try disputes between a landlord and a tenant as the revenue and civil courts are already overburdened with work. There must be a speedy disposal of the disputes with less cost and energy. A special tribunal should be constituted to be the final appellate and revisional authority.

XII. (a) Unauthorized occupation of porambokes should not be encouraged. The encroacher should be evicted. Poramboke lands should be kept for grazing purposes. When there is enough of grazing ground in the village, the unauthorized occupant may be assessed taking due regard to the cost of reducing the waste into cultivable land.

(b) The law of collection may be revised if it is found ineffective. The zamindar should have every facility for the realization of his due share whether it is jodi, poruppu, kattubadi or rent as it may be called.

M. V. GOPAL RAO.

**Memorandum by Mr. B. Venkatapati Raju, B.A., B.L., C.I.E., Advocate,  
Vizagapatam, dated 26th November 1937.**

*Introductory remarks.*—Before we discuss the questionnaire, it would be better to have some idea of some important matters bearing on the point to have correct conception for the equitable adjustment of relations between inamdars and tenants. At the present moment the zamindars all over the Presidency, with few exceptions, have been indebted to others in lakhs. The tenants themselves are in a deplorable condition requiring immediate help on account of heavy indebtedness as well as want of money to sustain themselves adequately after paying heavy rentals imposed on the land. The causes are

not far to seek. Many people overlook the invisible taxation of 50 per cent, if not more by the Government manipulation of the currency. To make a layman understand, let me state that if a person were asked to pay Rs. 150 worth of goods for Rs. 100 due, both the zamindar, tenant and every debtor in the land is mulcted by 50 per cent.

Since 1835 silver rupee of 180 grains, eleven-twelfths of which is fine, one-twelfth alloy was made standard coin bearing relative values of gold and silver to be determined by economic forces on the sound economic ground that the measure of value should be as unchangeable, say, as a yard of 36 inches of determined length or a ton of determined weight. It is the duty of the State if it claims royal monopoly of issuing coins for currency to guarantee the intrinsic worth by the weight and fineness of the metallic contents and by making it universally convertible standard at its face value of metallic contents, leaving subsidiary coins out of account.

In 1866, the Mansfield Commission recommended to make gold coins legal tender money, but the Home authorities did not approve the proposal.

In the 19th century when other countries followed the lead of England to adopt the gold standard, the silver value has gone down.

Value of silver per ounce 480 grains, before 1872 is  $60\text{-}5/16d.$  came down to  $53\text{-}1/8$  in 1872 and  $50\text{-}1/16$  in 1883 and  $42\text{-}2/8$  in 1888 and  $35\text{-}1/6$  in 1893. The Coinage Act of 1870 made the Government of India to issue weight for weight in exchange for silver bullion with two per cent mint charges. The exporters from India, mostly agriculturists, can claim gold from the purchasers in exchange of value of the goods supplied to them and buy cheap silver and get them coined in India without any limit. Thus the agriculturists got nearly double the value of other goods when silver gone down from  $60\text{-}5/16d.$  per ounce to  $35\text{-}1/6$  in 1893. The agriculturists pay their assessment to Government and other landlords in cheap silver rupees and discharge their debt obligations easily. An expert knowledge is not wanted to see the material advantage of getting more rupees for their produce while the Government could not artificially increase the value by manipulating the currency so long as the Coinage Act of 1870 was in force.

As the countries of Latin Union abandoned the bimetallic system and gave up free coinage of silver and as the gold value of silver has gone down and on account of Home charges remittances as well as importing English merchants' troubles and English servants' difficulties to remit to England gold after converting cheap silver rupees, Government of India felt it necessary to seek about international agreement by the monetary conference in 1878-1881 and 1892 which were proved abortive as England sternly refused to tamper with their gold standard by any bimetallic system. Indian Government pressed for gold currency and more particularly when gold was cheap as in 1854, Home authorities wanted Indian currency to be rested on a silver basis.

From 1873 to 1878 the Government of India discussed plans about the suspense of rupee coinage. From 1878 to 1892 they wanted to secure international bimetallic agreement at the meeting of Brussels Conference. But the Secretary of State for India in 1879 and in 1886 opposed tampering with currency and making it artificial. He pointed out very correctly that whatever relief Government would secure would be at the expense of Indian tax-payer. Indian public opinion condemned the policy of artificial interference with the country's currency as being unnecessary and harmful and they suggested that the straight course for the Government to follow to meet the exchange difficulty is by retrenchment and economy in expenditure and systematic curtailment of India's gold obligations and Home charges. The Government was averse to this policy for if they could not or did not curtail expenditure they had to increase the burden of taxation over the already heavily burdened tax-payer in India which would be thoroughly unpopular.

With the sanction of the Secretary of State, the first downward course of wrong currency policy was begun in 1892 by closing of Indian mints for free coinage of silver while keeping Indian currency on silver basis. Lord Herchell's Committee recommended coining rupees in exchange for gold at the rate of  $16d.$  to the rupee and gold to be received at the same rate in public treasuries. This itself means Indian taxation to be increased by 33 per cent without apparently doing so by increasing the artificial value of the rupee over its silver contents.

Act VIII of 1893 prohibited free coinage of silver or gold but notifications were issued to receive gold at  $16d.$  per rupee. Let us pause and consider the result that the peshkash that is being paid by the zamindar is increased by 33 per cent and similarly the rents payable by tenants and as well as debts payable to the creditors were increased by 33 per cent as well. Indian protests were in vain.

In 1887 when India was invited to join France and the United States to follow a common policy of free coinage of silver and gold at the rate of  $15\frac{1}{2}$  to 1 tola gold can be purchased for  $15\frac{1}{2}$  rupees of 180 grains of silver contents. But Home Government, as usual, refused.

In 1898 Fowler Committee was appointed for making effective the policy adopted in 1893. The Government of India proposed to create gold reserve out of profits of silver coinage to raise the value of rupee to 16*d*. In 1899 Government embarked upon a policy of gold standard to be ultimately accompanied by a gold currency. Sovereigns were made legal tender and active steps taken to open a mint for gold coinage though the scheme was dropped in 1902 to be revived only ten years later.

The Government policy began to drift from the ideal recommended by the Fowler Committee which was ignored and India came to have a hybrid system of 'limping standard' instead of genuine gold standard. We have gold exchange standard.

The Chamberlain Commission in 1914 pointed out that the Government departed in several important particulars from the policy recommended by Fowler Committee and approved by the Government previously in the following respects :—

- (1) Investment of gold standard reserve in securities in London.
- (2) Dropping of the scheme of gold mint.
- (3) Practice of selling Council drafts at something below gold point against the currency reserve.
- (4) Establishment of silver branch of gold standard.
- (5) Diversion from the reserve for capital expenditure in 1907 and in 1908 for making drafts sold by Government in India or London to private traders.

This gold exchange standard is anomalous as gold is the nominal standard of value and though gold coins are legal tender not at its true value but at some value artificially fixed and exchanged from time to time. Principal currency is token silver rupee which is unlimited legal tender without any obligation on the State to redeem in the standard metal gold. Gold was not to be in circulation in India but to be used for the foreign exchange, rather sterling drafts is the standard value for the time being and this system is known as gold exchange standard.

Every country naturally demands that its currency must be legally convertible with the standard metal. As financiers in other countries are alarmed at the large absorption of gold in India and wanted to be blocked, this ingenious system was adopted which India does not want at all but ruthlessly enforced by political authority. When the Government of India wanted to start a gold mint and Finance Members of Government of India announced that everything was ready for it in 1900 and mint authorities in London raised frivolous objections and British Treasury opposed it and the project was at an end. Gold entry into India was prohibited. But the stability of exchange has broken down and the exchange soared to giddy heights. What Sir Sankaran Nair has pointed out as the general policy of the subordinating Indian to English commercial interests has continued to the present day.

Babington Smith Committee condemned this policy as the official interference with play of natural economic forces created an element of uncertainty which was beyond their reckoning. Sir Basil Blackett suggested reasons for raising the exchange value of rupee, namely—

- (1) Cost of imported machinery will be decreased encouraging the establishment of new industries.
- (2) European cost of production has increased greatly.
- (3) High rate of exchange will lower prices in India which will benefit the consumers as well also reduce the cost of raw materials to manufacturers.

Poor agriculturists were forgotten or perhaps they felt that it is immaterial if masses, 90 per cent depending on agriculture, may be sacrificed if 10 per cent of the population are benefited in India and British and service interests are well cared for.

This rate of exchange they have fixed at 2*s*. per rupee when rupee silver is worth only 9 annas but coined rupee should be valued at 16 annas and thus making the burden by 78 per cent by artificial means. From 33 per cent invisible taxation it was raised to 78 per cent. If the ryot were to pay Rs. 1,000 in silver before 1893, he has to pay 1,350 rupees artificially valued for Rs. 1,000 till 1921 and thereafter 1,550 expected to rise to 1,780 rupees for every Rs. 1,000 payable by them. The rate of exchange fixed at 2*s*. or anything higher than the true value of silver is to disturb all relations of debtors and creditors and will harm the industries in India as well as exports from this country with the danger of turning the trade balance against India. It is true that we have to pay more rupees (if not artificially raised) for imported article but the balance of trade being naturally in favour of India and most of the imported articles from abroad are used by the comparatively richer section, the poor would not be at a disadvantage if taxation and fiscal system is properly and equitably adjusted.



Sale of Reverse Councils in 1921 (which means selling gold by Government from the gold reserve at Rs. 15 per tola when the real value is about Rs. 25 per tola) with a view to keep up the ratio of silver and gold artificially fixed by the Government cost India immediately 35 crores or more and eventually within five years our gold reserve was reduced by 66½ crores. All this manipulation is to help persons to send their savings to England and indirectly helping the speculators to make a profit of 5d per rupee and even more. By artificially raising the value from its intrinsic worth of silver rupee either to 16d or 18d or 24d per rupee the burden of assessment and indebtedness correspondingly increases. The Government themselves eventually admitted that their attempt was colossal blunder costing several crores to India. Applying to the present problem that since 1870 to 1893 what was being paid as assessment or rent by tenant has been increased artificially up to date by at least 33 per cent independent of actual increase of rent by landlords and so also their indebtedness. Whatever you do about the internal relationship between zamindar and tenant you must save both the zamindar and tenant and every one of us from this invisible taxation of 33 per cent. At the present moment silver price is 8 annas per tola and hence it would even be 50 per cent of this invisible taxation. Unless root causes are tackled no permanent benefit can be secured by tampering with the reforms. I need not go further on this currency except stating that we have now instead of gold exchange standard we were given sterling exchange standard; linking the rupee not with gold £ but with paper £ called sterling which was condemned on unmistakable terms by Hilton Young Commission. Since 1931, we have this hybrid currency in spite of the fact that Government of India and Indian Legislature opposed it and this is another instance of Fiscal convention abrogated by fiat of Secretary of State. We saw the disadvantage that nearly 350 crores hard savings of Indians mostly agriculturists parted with gold to meet assessment and payment of debts. These deluded people thought that they are selling gold for Rs. 34 which they have purchased formerly for 20 per tola though rupee value has gone down correspondingly. I may tell you that all our troubles in India began since 1917 when Mr. Montague on behalf of the British Government announced that India is on the fair way of getting Swaraj. Since then Bureaucracy was attacked with dire disease of squander mania and Lee's concessions otherwise sarcastically called loot made a present of 25 per cent more to the salaries of the British and to appease the cry of Indian Officials similar increase is made to them though for 50 years before that no provincial Government ever thought of increasing the salaries to such an extent. As pointed above our gold reserve was exhausted to the tune of 66 crores to help remittance to England and meet Home charges and all effective attempts to reduce the expenditure by retrenchment has proved abortive as the bureaucracy is not inclined in that way when they are thinking of making hay while sun shines as there would be inevitable sun set. Unless salaries of all are reduced to the pre Lee's concession level there would be no salvation for India for reducing heavy taxation.

Why the relationship of zamindar and tenant should be tackled separately as the same consideration must apply to all tenants whether it be Government pattadars and their sub-tenants and whether zamindari tenants and that sub-tenants and inamdars and their tenants. Comprehensive scheme to meet the requirements of tenantry is really helpful and fair and equitable to all parties concerned instead of raising class warfare between zamindar and tenants. Let me tell you that unless proper safeguards are taken mere reduction of rent will not save the tenant for long. Within 20 years after Estates Land Act half of the tenants' interests in Estate has gone to middlemen. Formerly there was the necessity for securing consent of zamindars for transference of patta as occupancy rights were not recognized before 1908 and hence credit on the security of land is negligible. When the tenants' rights was recognized, they borrowed partly for their sustenance and partly on account of bad seasons and partly also for aping the rich in indulging soda and coffee and cinema their lands were mortgaged and subsequently sold. You find in every village sowcar owns large portion of estate lands purchased from tenants. This is not the aim for which Estates Land Act was passed. So I warn you that whatever you do, see that the benefit will permanently enure to the tenant but not to pass on to middleman. There is still another problem: nearly 50 per cent of people who depend on agriculture are not tenants but mere farm labourers employed by farmers from time to time. Their condition is most hopeless. What steps are taken or proposed to be taken we do not know. Even if living wage is fixed for farm labourers, so long the price level of land products is low, it is not possible to make the agriculturer to pay higher wages to labourers. There is no possibility of providing unemployment insurance and doles to be paid to the workmen who are prepared to work but no work is available as in other civilised countries. Keeping these things in mind let us tackle the main problem.

In the joint Committee Report on Indian Constitutional Reforms, it is stated (page 218—Section 372) that the effect of the Permanent Settlement was to give a proprietary right to Zamindars on the understanding they pay to Government certain fixed amount

which will stand unaltered in perpetuity, and recommended that the Governor should be instructed to reserve for the signification of His Majesty's pleasure any Bill passed by the Legislature which would alter the character of the Permanent settlement. But stated in paragraph 219 that it was not beyond the legal competency of an Indian Ministry, responsible to an Indian Legislature, which is to be charged inter alia with the duty of regulating the land revenue system of the Province, to alter the enactments embodying the Permanent settlement, which enactments, despite the promises of permanence they contain, are legally subject like any other Indian enactment to repeal or alteration. However as the result of the introduction of Provincial Autonomy, His Majesty's Government cannot disclaim all responsibility and hence any enactment touching Permanent Settlement necessitates His Majesty's approval, i.e., the British Parliament assuming that the State has got the power of abolishing the private ownership as it is under the soviet policy "Communism" the questionnaire indicates that the Congress Ministry recognizes private ownership in a land whether it be in a Zamindar or in a tenant.

The Madras Permanent Settlement Regulation (25 of 1802) Section 1: To remove uncertainty and disquietitude resolved to grant to Zamindars and other landholders their heirs and successors a permanent property in the land in all time to come and to fix for ever a moderate assessment of public revenue on such lands, the amount of which shall never be liable to be increased under any circumstances.

*Section 2.*—In conformity to these principles, an assessment shall be fixed on all lands liable to pay revenue to Government and in consequence to such assessment, the proprietary right of the soil shall become vested in the Zamindars or other proprietors of land and in their heirs and lawful successors for ever.

The only reference to the cultivating tenant is found in section 14 that the zamindars and landholders shall enter into engagements with their ryots for a rent either in money or in kind and grant a patta or cowle defraying the amount to be paid by him and explaining every condition of engagement and grant regular receipts for payment of cist in money or in kind. To clear doubts, The Regulation IV (Interpretation) of 1822 was passed to safeguard the actual rights of ryots to declare that in passing those regulations it had no intention of authorizing any infringement or limitation of any established rights of any class of its subjects whatsoever, such rights being properly determinable by Judicial investigation only.

Section 2 says it is hereby declared that the provisions of Regulation 25 of 1802 were not meant to define, limit, infringe or destroy the actual rights of any description of landholders or tenants but merely to point out in what manner tenants might be proceeded against in the event of their not paying the rents justly due from them, basing them to recover their rights if infringed with full costs and damages in the established courts of justice. Thus the courts have to decide what the respective rights of parties are.

The Madras Government in securing the consent of the Government of India for passing Act VIII of 1865 stated that in this Presidency, from the earliest times to which our records reach, the rights of resident ryots of each village to retain their existing holdings or to extend them to the waste lands included in the village boundary paying the established rate as recorded in the village niriknama as evidenced by the immemorial and perfectly well known custom of the village for the class of land concerned, have never been questioned. Thus the resident ryots are distinguished from payakareers outsiders. Perhaps this system was not so well prevalent in the northern circars on account of frequent dynastic changes. Permanent settlement, whatever that may be, in 1871 the Madras High Court, Chokkalingam Pillai case pronounced that by the acceptance of a yearly patta the presumption was that the pattadar was a yearly tenant. From 1871 to 1890, we find the increased rental of zamindars to the extent of 50 per cent. Even deducting half of it which might be due to the extended cultivation of waste lands 25 per cent is pure enhancement. The occupancy right is incompatible with contractual relation and payment of competitive rent.

In 16 Madras, 271, Justice Muthuswami Iyer stated that it does not necessarily imply that the tenants were originally let into possession by the plaintiff's ancestor by execution of muchilika and it may be that the payment was due in consequence of the status of the Zamindar as the farmer of the public revenue.

In 20 Madras, 299, Sir Subrahmaniam Iyer stated that it seems unquestionable that prima facie the zamindar and ryot are holders of Melvaram and Kudivaram rights respectively and the same view was expressed in 23 Madras, 323. Strengthened by the aforesaid authoritative pronouncements Mr. Forbes got the Estate Land Act of 1908 passed confirming occupancy rights of the ryots in possession of Estate land excluding Seri and service lands. But the subsequent decisions of the Privy Council dissented from this view expressed in the above cases.

In 41 Madras, 1012 equal to 9 Law Weekly, 126. It has been contended that the ownership of land in India was not in the sovereign or ruler and that the right of the ruler was confined to a right to receive a revenue share in the produce of the soil from the cultivator. Upon that assumption it was contended that the Inam grant of 1373 could have been only a grant of the key's share in the produce of the soil that is that the grant of a land revenue alone and did not include the kudivaram. This is an assumption which no court is entitled to make and in support of which there is so far as their Lordships are aware no reliable evidence. The fact the Rulers in India generally collected their land revenue by taking a share of the produce of the land is not by itself evidence that the soil of lands in India was not owned by them and could not be granted by them; indeed the fact would support the contrary assumption that the soil was vested in the Rulers who drew their land revenue from the soil, generally in the shape of a share in the produce of the soil, which was not fixed and invariable share but depended on the will of the Rulers. Muchilikas executed before 1908 were entered into, the defendants or their predecessors in title were let into possession under them any of the lands were or had been held by a ryot with a permanent right of occupancy. Madras High Court decisions that the grant was of the royal share of the Revenue only were based on wrong assumption. In Their Lordships' opinion there is no such presumption of law. But a grant of village by or on behalf of the Crown under the British Rule is in Law to be presumed to be subject to such rights of occupancy if any as the cultivators at the time of the grant may have had. Appeal allowed setting aside the High Court decision.

1924 Privy Council, 65, decided that a tenant on lands in India in a suit by his landlord to eject him from them, sets up a defence that he has a right of permanent tenancy in the land, the onus of proving that he has such a right is on the tenant and proof of long occupation at a fixed rent does not satisfy that onus. When the Landlord gets both kudivaram and melvaram prior to the Act in an Inam village it is not an estate under Act I of 1908 and no tenant in India can obtain any right to a permanent tenancy by prescription in them against the landlord from whom he holds lands. The permanent rights can only be obtained by a tenant by custom or by agreement from an owner or under an Act of the Legislature.

In 1927 Privy Council, 250 at page 252 referring to Bengal Tenancy Act stated that the words actual rent in section 74 cannot be taken to mean either a fair and equitable rent or rent at customary or paragana rates, decreed the claim as per terms of muchilika though the amount includes abwets, etc. In the face of the Privy Council pronouncement no useful purpose would be served to base any argument in favour of ryots on judicial decisions. The Estate Land Act was not held to be ultravires and hence whether the enactment is right or wrong let us start our discussion on the principles laid down by the Estates Land Act, 1908. Manu states that the King may receive his annual revenue from his whole dominion and let him act as a father to his people Cl. 7, Section 80. As the bee sucks honey from the flower little by little thus has a King draw from his dominions an annual revenue (129) (130). Of cattle, gems, gold and silver added each year to the capital stock 1/50th may be taken by the King. Of grain 1/8th part, 1/6th or 1/12th according to the difference of the soil and the labour necessary to cultivate it and 1/6th part of the clear annual income of fruits, etc.

137. Let the King order a mere trifle to be paid in the name of an annual tax by the nearer inhabitants who subsists by petty traffic.

139. Let him not cut up his own root by taking no revenue, nor the root of other men by excess covetousness for by cutting his own root and theirs he makes both himself and them wretched.

208. King may gain wealth and territory by conquest. Chapter 8, section 39—Of old hords and precious minerals in the earth, the King is entitled to half by reason of his general protection and because he is the Lord paramount of the soil.

Chapter 10, section 44, says who knew former times consider the earth as the wife of King Prithu and thus they pronounce cultivated land to be the property of him who cut away the wood or who cleared and tilled it and the antelope of the first hunter who mortally wounded it.

These would suffice to show that the original residential cultivators of the village had right to cultivate the land so long as they pay their just dues. They could never be the owners though they and their descendants can claim occupancy rights without the help of Statutory Law.

The ryots can never claim subsoil rights. Section 7 of Estates Land Act says that nothing in the Act shall affect any right of a landholder to make a reservation of mining rights on admitting any person to possession of ryoti lands.

The Zamindar is presumed to possess underground rights until he is proved to have given them up. In ryotwari tenures (Government) the tenant has the rights to minerals subject to the payment of an additional assessment. Board Standing Orders 25-28. As to right for lime shells—see 25 Madras 669.

Under section 186 of the Estates Land Act, the landholder can acquire ryoti land for the opening and working of mines giving compensation if the ryot has any right in the minerals.

Thus the 1st question is answered that the Zamindar is proprietor of the soil and the ryot has the occupancy right for cultivating and planting of fruit trees, etc.

II. Section 28 of the rent or rate of rent for the time being lawfully payable by a ryot shall be presumed to be fair and equitable until the contrary is proved.

Fair and equitable rent means not competitive rent but economic rent so that the cultivator has secured living wage after payment of rent and meeting cultivating expenses, for the labour he bestowed on the land.

It is suggested that it must be the prevailing rate payable by the same class of ryots for lands of a similar description with similar advantages in the places adjacent. It is also pointed out that the fairness depends likewise on the value of produce and cost of production.

Proportionate remission is to be granted if the crop fails on account of negligence of landlord in not keeping irrigation sources in proper repair. If there be *vis* major consequently total loss of the main crop there should be remission of half the rental by the landlord. The Government should contribute 1/4th of the amount remitted and paid equally both to the landlord and tenant, i.e., 1/16th to the landlord and 1/16th to the ryot as neither of them do not contribute to the public exchequer when there is lump sum crop for the tenant and full rental realisation to the landlord. Regarding the advisability of securing reduction of rent on account of fall in prices by remission is a difficult process as the prices would be fluctuating and the ryot will not pay higher rent if the prices has gone up in any year on account of war or famine in the surrounding places. Estates Land Act provided in the matter of enhancement or reduction once in 20 years takes into consideration the prices prevalent for a decade of normal years.

*Unless there be statutory provision*, remissions will not be made voluntarily so long the ryot is solvent or the land has saleable value.

It is not advisable to settle the rate of share of rent irrevocably for any area. It is enough to enunciate principles. What is ungrudgingly paid during the last 20 years should be regarded as fair and equitable rent. If once the question is raised to fix the rental, both the landlord and ryot should abide by the decision of a tribunal whether the rent settled is high or low than the existing rent. So that there would not be much scope for litigation. *The plea that the rentals should be reduced to the level of ryotwari land of Government is not fair as the Zamindar has to pay peishcush to the Government whereas the Government receives the whole rental for itself.* Moreover the state stands on a different footing than the private person as the state has other resources of revenue to which all would contribute.

I do not think the Provincial Government should have any *reserve powers* to revise the rentals as it would necessarily create *uncertainty* in the rents to be paid by the ryot to the landlord which would stand in the way of improvement of irrigation facilities by the landlord and proper manuring by the ryot. The existing principle of enhancement or reduction once in 20 years provided in the Act is sufficient.

III. Chapter VI of Estates Land Act provides for the recovery of rent due either by suit or by distraint. Stamp duty should not be made payable as the tenant has to pay eventually if he owes the rent. As it is difficulty for him to pay rent, additional payment of stamp duty and litigation expenses so far as the first court is concerned should be exempted. If either party indulges in appeal then he may be made to pay stamp duty and litigation expenses.

IV. (a) The tenant in a zamindari wet land is entitled to accustomed water supply as it is inherent as being appurtenant to the land. It is not a question of separate contract for water supply. Wet rate fixed on land includes both water rate and land assessment.

(b) The landlord has no superior right but to avoid disputes amongst tenants under the same ayacut, landlord might distribute water in the accustomed manner. This power cannot be utilised by the landlord to disturb the enjoyment of accustomed water supply. If ayacut holders agree to distribute water amicably landlord should keep his hands off. But there are cases under channels, not only one village but several villages are entitled to channel water supply, then there would be necessity for supervision to distribute water unless ayacut holders of all villages combine and settle terms of enjoyment of water in turns without any further dispute. The landholder after giving sufficient water supply to the ayacut lands might by improving water resources by augmenting water supply other than ayacut holders provided ayacut holders are not injured thereby in low water supply.

V. Survey and settlement is a desirable thing provided the Government would contribute one-third, the landlord one-third and tenants one-third. Otherwise it would be burdensome to place all the charges on the landlord or zamindar.

VI. I think it is high time to prevent landlords from recovering anything from tenants excepting rent and land-cess whether it be customary right or being agreed to by the tenant in his muchilika.

VII. (a) The tenants should have rights with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure and wood for agricultural implements provided they are available in his patta land or neighbouring poramboke which was not reserved as reserve forest sanctioned by Government.

(b) Whether they have inherent right or not they should be given that right. There was a time that the resident tenants have absolute rights for them within their village boundary limits.

(c) Subject to the right of the tenants to use public paths and communal lands and hill and forest porambokes the zamindar has absolute right for mineral wealth and reservation of forest as denuding forest is detrimental both for the landlord and tenant.

VIII. (a) Regarding irrigation works and maintenance of tanks in proper repair have been the subject matter of Privy Council decision P.C. 1, I.A. 364, Karvetnagar case. They stated that the zamindars have no power to do away with these tanks in the maintenance of which large numbers of people are interested but are charged under Indian Law by reason of their tenure with the duty of preserving and repairing them. 34 Mad., 52, decides about the duty of Government in ryotwari tracts.

The Estates Land Act, Chapter VII, Sections 135 to 142 old (Chapter VIII new), provides how to get irrigation works properly repaired; it is found to be defective. If the landholder fails to execute such repairs within a specified time, any of the ryots under the ayacut may be allowed to do it.

It is not feasible or possible for all the ryots to combine and raise necessary funds to execute the work and recover the cost later on from the zamindar. On account of failure of proper repairing of irrigation works even if the tenant is allowed to pay dry rate instead of wet rate does not fulfil the purpose. Wet land cannot be converted immediately to raise dry crops. Moreover the crop that would be raised on wet land is more valuable than any dry crop. Under the circumstances, the Government should undertake the repairs of the notice to the zamindars and recover the cost along with peshkash from the zamindar and make the landholder give compensation to the ryot for the period when irrigation works are in disrepair. Section 139 of the Estates Land Act amended provides for the Government executing the work and recover the cost but no compensation is provided for the period the ryot suffered for the neglect of repair of tanks or other irrigation works. Section 141 only provides temporary reduction of rent. It should be provided. To avoid delay in the repair, special D.P.W. officer to be deputed to attend to the work without any avoidable delay.

(b) Provincial Government should not undertake the repair of irrigation sources and works unless the ryots holding  $\frac{1}{2}$  land in the ayacut complain about the neglect, else Government Officers keep democles sword hanging on the heads of zamindars. In the year 1921-22 when the non-co-operation was in vogue, the D.P.W. officers refused to give water for second crop where they have discretion to non-co-operating ryots. Fortunately, the zamindars in the last election, when the ryots refused to vote for them, did not stop supply of water to the ryots. Evidently good sense prevailed.

(c) The Government should undertake the repairs on application of the aggrieved party and not otherwise.

IX. Yearly zamabandi is not necessary to help the ryots. Ordinarily the zamindars are holding zamabandi to look after leasing out waste lands to ryots or attend to any special grievances of the ryots which require personal attention of zamabandi officer. As at present zamindars and ryots are not in such amicable relationship, no useful purpose would be served for compelling zamindar to hold zamabandi. If the Court of Wards hold zamabandi once a year and bring about redress of grievances, zamindars also might follow suit voluntarily if it be helpful to them to get their revenue and help the ryots in redress of their grievances against zamindari officials who are not properly acting towards the tenants.

X. The status of under-tenants in zamindari areas should be the same as the under-tenants of ryotwari tracts. Comprehensive Act should be brought in with reference to all sub-tenants who actually cultivate the land. Hitherto they have no more rights as mere tenants at will. If comprehensive measure is brought forward after due notice to all parties

concerned, then the question has to be discussed in all its aspects instead of relegating it as a side issue as is the case of inam land which was brought in indirectly in the matter of amendment to the Estates Land Act creating much bad blood and measures taken in hot haste without due consideration exhibiting unnecessary heat and personal animosities. There are sub-tenants for inam lands, zamindari lands and Government ryotwari lands. What should be their rights must be fully considered. I take it that large number of people are sub-tenants and hence there is absolute need for comprehensive measure to be undertaken on a full-dress debate instead of relegating it as an unimportant measure to be tacked on to the Estates Land Act in discussing the relations between zamindar and ryots.

XI. The Revenue Board itself is the fifth wheel and it was long ago proposed to be abolished to reduce the cost of top-heavy administration. No useful purpose would be served by maintaining that white elephant. There should be separate tribunals for disposing off these matters subject to the right of revision by the High Court without any intervening appellate courts costing heavy litigation expenses as well as inordinate delay. If the work is heavy the High Court should specially be entrusted with this work even by appointing an extra Judge for that purpose.

XII. (a) Under the old system, the ryot who occupies waste land within the village boundary was entitled to retain the land on payment of rent at the usual rate. But at the present time, he should not be allowed to do so unless he had been in possession and cultivating it for over three years. If the landlord neglected to drive out the trespasser within three years, he must have been deemed to have acquiesced in it and he is entitled to recover rent for the period in occupation not exceeding three years' rental. The zamindar is entitled to eject the trespasser by a proceeding in revenue court or civil court or special tribunal specially appointed for the purpose.

(b) I do not think any special law is necessary to recover kattubadi dues, etc., from inamdars. If relief is to be given to the inamdars, on application by inamdar, zamindar should settle and recover proportionate kattubadi alone on the inam in his possession instead of suing all inamdars together making them jointly and severally liable. If that was granted zamindars should be given power to recover the amount summarily from the inamdar by a suit in a revenue court but not by distraint as an absentee inamdar would suffer if zamindari official takes into his head to sell away the inam on the pretext of arrears due on account of kattubadi. Kattubadi being a small amount compared with the value of the land, such a procedure would be dangerous to the inamdar's interest.

Mahatma Gandhi suggested in his Congress presidential address that full guarantees to be given for all vested rights justly acquired.

Taking it as a basis, the present proposal of abolition of zamindari system without any adequate compensation seems to be an unreasonable proposition. In Ireland, landlords' rights were purchased to confer rights of ownership on the tenants. It does not matter whether England or Ireland should pay that amount for our consideration. In serving one class let us not make a new class war. Let not the zamindars apprehend that the Congress Ministry is out to crush them by any means whatsoever. When we stand to fight for our rights let us not deprive others of their just rights.

At the same time, let zamindars think for themselves whether they would prosper if their tenants are miserable. Let them come forward with proposals how best they would relieve the burden placed on the tenants by heavy rental. Of course, when prices are high the tenants cheerfully paid high rentals. When the prices have gone down let them reduce the rentals proportionately. If they do not do so on their own accord those who have power to interfere would naturally interfere.

To ameliorate the condition of the masses it was suggested that enrichment, enlightenment and emancipation of heavy burdens placed on them are necessary. How to enrich them is a very big problem. It is easy to make the rich man poor but it is very difficult to make the poor man rich. If we divide the whole national wealth of India equally amongst all people, every man might get, say, Rs. 500. How long would it last? You make everybody paupers without enriching any one permanently. We must first of all get rid of their indebtedness of persons who have security to offer to help them to pay the debt in easy instalments with small interest, say, 4 per cent, as the Government by their public credit get money at 3½ per cent easily. Moreover, Government can pass legislature by making Government bonds of 3½ per cent payable at par 30 years hence, legal tender. If 9 annas rupee can artificially be raised to 16 annas without compunction they can fairly make Government bonds legal tender. The debts themselves may be scrutinized and settled once for all by final decision of a tribunal specially appointed for the purpose.

Peace, retrenchment, reforms are desideratum—whether bureaucracy likes it or no. Military wants activity. Civil services does not want to deprive themselves of their authority or their ample salaries whether India can bear it or no. No colony when self-Government was granted was asked to maintain the services appointed by the Secretary of State. Military expenditure must have to be reduced, if taxation has to be reduced. British Government should pay for their military and civil servants appointed by them if they feel they are necessary for the empire. Exchange compensation allowance to the extent of 66 lakhs per annum is an extravagance which cannot be justified to be saddled on India. All the expenditure incurred for military aggressive policy must be paid by the British Government. If Burma cannot pay for all the expenses incurred for all the Burmese wars why should India pay after it is separated. With interest that itself amounts to Rs. 150 crores. Similarly the drainage for Home charges, etc., amounts to 2,000 crores if interest is added which ought in fairness be paid by the British, if they want to be fair and just to India. The Ministry should fight for getting rid off the inequitable burden thrown on India if they want to make the country really prosperous. Economic miracles cannot be had by rubbing the Allauddin lamp to make the poor man rich all on a sudden.

Therefore in conclusion, I state that the Ministry should take broad view of the matter to secure equitable adjustment without unduly sacrificing the interests of one to benefit the others like Robbing Peter to pay Paul. Safeguard the interests of one and all is the only proper procedure.

It is undesirable and eventually it would be ruinous to adopt the tyrannical method of sacrificing the interests of minorities at the bid of the majorities.

B. VENKATAPATI RAJU.

#### Memorandum by the Secretary, Parvatipuram Taluk Congress Committee.

I. In the opinion of this committee, it is the cultivating tenant who should be regarded as the proprietor of the soil and not the zamindar. The zamindar is only an assignee of revenue or a mere tax-gatherer. Under the peculiar conditions prevailing at the time of the permanent settlement, the zamindars were declared to possess proprietary rights over lands comprised in their zamindaris with power of assessment of rent and the collection thereof subject only to the payment of a fixed 'zama' to the Government. It was also usual with the Government to deprive the zamindars and to appoint persons on its behalf to the management of these zamindaris thereby reserving to the Ruling Power the implied right and the actual exercise of the proprietary possession of all lands whatsoever. If now the proprietary right of the zamindars is to be taken away it will be only righting a wrong that is perpetrated and is allowed to continue for 135 years. The presumption that the zamindar is the owner of every bit of land within the ambit of the zamindari stimulated the avarice of the zamindars to increase the income from their lands and they leased out communal and grazing lands which the villagers held in common.

Whereas the interest of the zamindar or landlord in the land is limited to realizing his rent from the tenant, the tenant has to look up to the improvement, cultivation, and raising of crops over his lands. All sub-soil and other rights, in the opinion of this committee, should be reserved for the State.

II. The presumption that the existing rent is fair and equitable should go. The zamindaris exist as States within States, the permanent settlement regulation having conferred on them the right to levy rent at their will. The rents so levied are neither competent or competitive but arbitrary. As an assignee of revenue it is in the gift of the state to allow the zamindar a reasonable proportion as compensation over and above the fixed amount he pays as 'peishcush'. What the zamindars can collect from the tenants should be viewed not as rent but as a tax leviable on the basis of income from the land, on the assumption that the zamindars are only assignees of revenue. Therefore the essential requirements of a tax namely that exemption should be made in respect of lands whose areas or yield is below a fixed minimum, and that the tax should be graded and not uniform must be recognized. The gradation of rent must be in accordance with the fertility of the soil, the water resources, the marketableness of the crop, and the economic conditions of the ryot.

In this part of the country, the Rajas of Vizianagram, Bobbili, and Kurapam were members of the Madras Legislature, at the time of the passing or about the passing of the Estates Land Act. Knowing that the Act would be passed in a short time the Rajas enhanced the rents twice in ten years in their estate, before the passing of the Act; and the enhancement was 4 annas per rupee at one time and 2 annas per rupee at another time. And this was not taken into consideration at the passing of the Act and the Act declares that the existing rent is fair and equitable without paying any attention to the previous



enhancements which are contrary to the Rent Recovery Act. Subsequent to the Estates Land Act, rent was enhanced in many ways as follows, by the zamindars:—

- (1) By suit before the Collector under section 30 ;
- (2) By leasing out ' maraka ' lands which were part of the patta lands to the same tenant and imposing higher rent ;
- (3) By suit under section 42 on the ground of excess area ;
- (4) By leasing pasture lands to the tenants as ryoti lands and imposing higher rents ;
- (5) By leasing tank-beds to tenants and collecting rents thereby impairing the water sources in the villages ;
- (6) By supplying water to the tenant to the second crop and collecting rent again as ' tabi ' cist as in the Bobbili estate ;
- (7) By leasing out waste banjar lands ; and
- (8) By imposing rents on resumed inam lands.

Therefore there is a great increase in the income of the estate from the rents. The income as shown at the time of the permanent settlement is nearly one-third or one-fourth of what is now obtained by the zamindars. The tanks and water sources remain worse than those at the time of permanent settlement. The economic condition of the tenentary is very bad. The prices have fallen and there is no chance of their improvement taking into consideration the enhancements imposed previous to the passing of the Estates Land Act as a precautionary measure.

From the point of view of the tenants, therefore, a fair and equitable rent is a sixth of the net profits derived from the staple crops raised on the land. For the purposes of comparison, the rates prevailing in Government zamindari areas may be taken into consideration. The wet rates in Palkonda (Government) taluk under the Nagavali project range from Rs. 3 to Rs. 8 per acre, while the tank-fed lands in the zamindari areas in this division range from Rs. 8 to Rs. 60 per acre. The dry rates in Palkonda are from Rs. 8 to Rs. 2 per acre ; whereas in the zamindari areas they are anything from Rs. 1 to Rs. 5. From a study of the agricultural budgets of the tenants, it may be seen that the margin in profits derived from the land would hardly leave anything to go as rent or tax to the landlord, the dry cultivation alone contributing something to the succour of the poor ryot. The tenant is living in a vicious circle ; neither can he leave his holding nor can he get any profits out of his holding until and unless he is educated to give up the old anti-deluvian methods of agriculture and helped to adopt the modern scientific modes of agriculture. Those conditions which must be taken into account for fixing an equitable rent are the low prices for staple and economic crop, the bad water sources the absence of facilities for marketing, the debt of the agriculturist, and the absence of good irrigation schemes in the division and also the small area of the holding of the ryot. These considerations have never before weighed with the zamindars.

Although it is admitted that the sharing system is the fairest and the most equitable, it is urged by this committee that the general concensus of opinion is just at present, in favour of cash rents. In the case of cash rents there should be survey and settlement of rents once for all in all the zamindaries. The legislatures should enunciate the rates of rent for the various " Taroms " of land, wet and dry, and leave it to be determined by settlement officers, both official and non-official, to settle rent for the various kinds of lands in the country.

When cash rents prevail there should be a statutory provision for remission during years of famine, depression, flood and damage. There should be little or no need to resort to courts except to enforce payment of rents according to the rate fixed.

The Provincial Government through the Legislatures should constitute itself as the final revising authority in the matter of revision of rent.

III. The powers of summary sale, distraint, arrest, and attachment of movable properties, for a decree debt should be abolished. Rent may continue to be a first charge on the holding. The village panchayat courts as they get more properly constituted may be invested with powers to enforce payment of rent dues. The only method of collecting rent should be by a suit through a court of law. The village panchayat may be empowered to collect rent by way of suit or executive action if a tenant does not voluntarily pay the rent. A suit may be filed in the munsif's court but not in a revenue court. The special jurisdiction conferred upon the revenue court must be abolished. The village panchayat may be considered subordinate court to the munsif's court.

IV. The right of the tenants to water-supply are inherent as being appurtenant to the land. The right goes with the right of the soil.

The irrigation sources may be divided into two classes—

- (1) Those which irrigate only lands of a single village ; and
- (2) Those which irrigate lands in more than one village.



The village irrigation sources may be maintained and utilized on a co-operative basis, the relations between different ryots being regulated by the village panchayat. The inter-village water sources should be maintained and controlled by the Provincial Government or local authorities, the maintenance charges being met by the villages deriving benefit therefrom in proportion to the supply of water made.

The water sources should not be left to be a matter of contract between the landlord and the tenant. The landlord has no superior right over the water source. The zamindars could never be trusted to improve irrigation sources in the future, with their dwindling incomes and growing expenditure.

According to the prevailing conditions, the landlord has a superior right for water over the rights of the tenants, and he is also assuming superior rights in himself. In some cases the tenants are not allowed to use even the trees on the tank-bunds or graze their cattle on the tank-bund or in the tank. The fish in the waters are sold at auction and the whole money is realized by the zamindar. The reeds growing in the tank are sold at auction and the amount is realized by the zamindar. For the second crop a cess or a peculiar rent is imposed technically called the 'Tabi' rent and this is claimed as a customary rent. The courts are paying due attention to this custom and decreeing rent although it is pleaded as illegally levied on the tenants. This committee recommends that the fish, the reeds, the lands in the tank-beds, and the trees on the tank-bunds, etc., may be granted to the landless poor in the village.

V. All lands in the zamindari should be surveyed and a record of rights be maintained at the cost of the landlord.

VI. The landlord should be prohibited from demanding any levies, customary or otherwise in addition to rent and any such illegal levies should be heavily penalized.

VII. The rights of the tenants with regard to the utilization of local natural facilities such as grazing cattle, collection of green manure or wood for agricultural implements, are elementary rights, and should not be interfered with. Any kind of restriction in this regard should be immediately removed. The village 'common' land has been a prominent feature of pre-British and pre-zamindari days. But this land is being reclaimed at the instance of the zamindars with a view to increase their revenue. In many villages in these taluks cattle have to be driven to long distances for grazing. The prevailing forest rules also stand in their way to grazing their cattle near hill tracts. The existing law should be so revised as to provide adequate grazing grounds for cattle in each village. Collection of green manure is causing great hardships to the tenants by application of the forest rules; cut-wood used for agricultural implements is generally giving room for forest cases being launched against ryots. Provision has to be made for gathering dry wood for fuel also. These are common facilities which the tenants have an inherent right to enjoy free of cost.

Public paths, communal lands and hill and forest porambokes should be neither the property of the landlords nor of the tenants, except to the extent of the right of the user as members of the public. This committee is of opinion that if there is abundant waste land or poramboke suitable for agricultural purposes it should be let out to the landless poor in the village at a nominal rent. No income was included in the permanent settlement account of the forest, sub-forest and produce of the hill and forest porambokes in the zamindari. All persons must have free grazing rights in the porambokes. If it is not a reserve forest, all must have the right to kill wild animals for their food. In short the landlord must be deprived of all his rights over every kind of poramboke in his zamindari.

VIII. The suitable scheme for the purpose of maintaining irrigation sources and works is discussed in paragraph 4. The major irrigation schemes of the land should be the concern of the state. The province is full of rivers and streams which if harnessed and diverted to suitable areas would feed extensive lands without dearth of water. These should be so planned as to be made available to whole taluks.

The Nagavali Project in this taluk is found very useful to lands lying in the Government taluk of Palkonda. But it is not made available to the lands of this taluk. A diversion, as originally contemplated, worked out at another place would help to water large tracts of lands in this taluk. Another river Janghavti can be harnessed to supply water to lands in this taluk. Now, almost all the lands in this taluk are rain-fed and depend entirely upon rain water. The tanks are neglected and in a very bad condition. The Government must see to the proper maintenance of the sources of irrigation. An adequate percentage of the total revenue from the lands in the taluk to the zamindar or the Government must be compulsorily made available for the maintenance of these works. This work may be entrusted to the village panchayat or the local authorities as the case may be according to the nature of the water source: but should never be left to private parties or to the landlords. Such powers should vest in the village panchayat representing the Government

which can act *suo moto* or in rate cases which they may consider and act on application by concerned parties.

IX. Yearly zamabandi should be made compulsory, and rent rolls must be brought up to date, checked and verified by the Village Panchayat as well as the landlord, and a copy of the same should be submitted to the Government. In these parts no yearly pattas or Kadapas are exchanged. The joint tenants are not given any pattas at all and sometimes their names are omitted from the pattas and this is the cause of much litigation.

X. The question of conferring a legal status on the undertenant in the zamindari areas has not received until now a due consideration. A ryot is defined in the Act, as a person who holds for the purpose of agriculture ryoti land in an estate. According to this definition every cultivator is not a ryot. There is scope for a ryot being a non-cultivator. So any benefit by the amendment of this Act will not accrue to the actual cultivator of the soil, whom the Madras Premier described as the food producer of the Nation, and Public Servant, No. I. Therefore, the definition of a ryot must be so amended as to mean only a person who holds and personally cultivates ryoti land. The under tenant hangs in between the pattadar and the zamindar. Even though the burden of rent apparently rests on the shoulder of the pattadar, it is the undertenant who actually cultivates the land and who is finally affected for the default of the pattadar. The occupancy right should benefit him foremost. The pattadar may go but the tenant remains. He should be declared to possess occupancy right in the land and he may be held liable to stick on to the sub-lease contract into which he enters with the pattadar. The rate of share of rent that is determined due on the land can be collected from him and the same be shared by the pattadar and the zamindar between themselves. The pattadar may be described as intermediary landlord.

XI. The present Provincial Revenue Board is a constitutional anomaly. It is a superficial body of the state which serves more to hinder than to help. If a board of its kind should at all exist it must be made elective on a basis of special franchise to be exercised by the tenantry and the landlords in their numerical proportions. It will then the supreme head of a hierarchy of village, Divisional and District Revenue Boards which abrogate to themselves the work of the present civil services. The present Revenue Board should be abolished and the existing civil courts up to the High Court may be entrusted with the work of the Revenue Board, the Provincial Government constituting itself as the highest and final appellate authority in the province.

The question of the present revenue court may be considered here. The administration of revenue law and criminal law by the same authority was introduced at times when revenue collection was the only object of the Government and there was need to back it up by the application directly or indirectly of the criminal law of the land. This anomaly and practice of whole sale, legalized intimidation by the Government should be done away with. The Indian Civil Service is intended for revenue and criminal service and it is neither Indian, nor civil, or of any service to the people. The special training has been of little value to the administration and it should be diverted to more useful purposes of pursuing nation-building schemes, if they should continue to exist. The separation of the judiciary from the executive is a matter intricately connected with the problem of the administration of civil and criminal law in the province if civil law includes as it, at present does, revenue matters also.

Special tribunals are unnecessary as actions and proceedings between landlords and tenants can be tried in civil courts as suggested elsewhere.

XII. As regards remedies and the reliefs to which the zamindar is entitled in respect of unauthorized occupation of lands by ryots, the matter resolves itself into a question of right to the soil. If the tenant is the proprietor of the soil, the zamindar will be entitled to a rent only. The zamindar should have no right to eject the ryot and if at all the land that is unauthorizedly occupied is in the opinion of the village panchayat necessary for communal purpose, the village panchayat should be empowered to eject the occupant and resume the land. Where, however, the lands are surveyed and a record of rights are maintained the question will not arise and cases of unauthorized occupation in defiance of the law will bring the same penalty on the trespasser as is now provided for civil trespass.

In view of the proposed legislation with regard to taxation on agricultural incomes, collection by landholders, of jodi, poruppu and kattubadi from inamdars may be abolished.

*Secretary, Parvatipuram taluk Congress Committee.*

**Memorandum by Mr. A. Kameswara Rao, President, Village Congress Committee, Lingalavalasa via Rajam, Bobbili zamindari, Vizagapatam district, dated 27th November 1937.**

I. (a) We all hold here that the tenant is the owner (proprietor) of the soil and not the zamindar. The tenant can cultivate the land and raise any crop on it he pleases; but the zamindar cannot enter upon the land according to his will and pleasure. He is only entitled

to a fixed rent. The zamindar cannot sell away the land giving actual possession of it to the purchaser, whereas the tenant can do so. The tenant has been enjoying this saleable right from time immemorial. From ancient times, the tenants have been in possession of the land and the zamindars were brought in subsequently by the emperors as intermediaries between the emperors and the tenants. The duty allotted to the zamindars by the emperor was only collection of rent and they were allowed some remuneration.

(b) The zamindar only enjoys the percentage allowed by the emperor for the collection of revenue and he can sell the right of collecting that rent, but not the right to cultivate the land, i.e., actual possession of the land which can be sold only by the tenant. In the settlement report of H. F. W. Gilman, Manager of Vizianagram estate, he remarked the tenant as the *cultivating proprietor*.

II. (a) The rate of kist per acre prevalent at present in the adjoining Government villages is, we consider, a fair and equitable rent.

(b) The neighbouring village Sirlam lying to the west of this village originally belonged to the Palakonda zamindar. That zamindari was annexed by the Government about 70 years back. The rents prevailing in the Palakonda zamindari were left as they were till about 20 years back, when at the time of the resettlement Government enhanced the rent at the rate of three annas per rupee. According to the recent pronouncement by the Government, that enhanced three annas per rupee would go. The original rent only that was prevailing at the time of the old Palakonda zamindar will remain. The rate of kist per acre prevailing in Sirlam village must be followed in this village of Lingalavalasa for fixing a fair and equitable rent. Both the villages are dry villages adjoining each other and are irrigated by tanks which are purely rainfed. There is a public document called *Khambogatta* (ਖੰਬੋਗਟਾ) of 1207 fasli with us here showing that the income from our village to the Raja of Bobbili was only Rs. 1,000. Now, the present income from the village to the Raja is Rs. 3,000. Kist was enhanced several times prior to the introduction of the Estates Land Act and once after the Act was introduced. We have with us a report on the settlement of Lakkavarapukota tana of Vizianagram zamindari by H. F. W. Gilman, Esq., J.C.S., Manager of the properties of the Raja of Vizianagram, dated 17th September 1904. From this, it is known, while conducting the settlement operations of the tanah he took into consideration the assessment rates of the adjoining Government taluk, Sarvasiddhi. In it, he also stated that he, having practically no powers to compel the unwilling ryots to accept the new settlement, he simply based his settlement rates on the rates that the ryots were then paying. From this, it is clearly seen that the zamindars had no power to enhance this kist before the introduction of the Estates Land Act. But they did not follow this rule and increased the rent several times before the Estates Land Act came into force. So, the rate of kist prevalent in this village just before the introduction of the Estates Land Act should not be taken as the basis of fixing a fair and equitable rent. Not only kist was enhanced several times but several pasture lands which were originally in the occupation of some ryot or other were claimed by the Raja as waste lands and were given away on pattas to some ryot or other imposing heavier kist than was hitherto levied on wet lands. Thus, the total income of the village rose from Rs. 1,000 to Rs. 3,000 in the course of 140 years. By appointing a strong and influential man of the village as a revenue pettanadar and threatening the ryots with ejection, the estate officials managed to enhance the kist on all these occasions. During the life time of the old Maharaja, Darbars were held on every Dasara day, once a year and special rewards were granted to officials, who enhanced the revenue of the estate. On account of these inducements, the officials spared no pains and by hook or crook enhanced the estate income.

(c) Zamindar as a rule, never gives remission. Even when the crop totally failed, he was collecting the kist to the very pie. During the memory of the living generation remission was not given in this village even once although crops totally failed here now and then. Allowance was made for giving remission to the zamin ryots when the Government fixed the peshkash to be paid by the zamindar but it was not adopted by the zamindar in practice. So there must be statutory provision binding the zamindar to give remission in case crops fail as is done in the ryotwari areas.

(d) It is advisable to settle the rate of rent for a particular area once for all.

(e) We think the Provincial Government revise, alter or reduce the rent wherever they are inequitable by executive action through their revenue settlement officers.

III. (a) The powers of collection of rent now given to landholders under the Act may be given to the village panchayat with some modifications. The panchayat must be given remuneration, one anna in the rupee, for undertaking collection work. The village servants must be at their disposal for carrying the treasury from the village to the tanah and also for collection work.

(b) Under no circumstances should attachment be made of movables such as utensils, gold, boxes, and agricultural implements such as bandy, cattle, etc. Distraint orders may be issued on standing crops cut and heaped before thrashing and produce ready made before getting to home.

(c) The panchayat must be given powers to distraint properties stated above to harvest the crop and sell it at the current market price and debit it to the tanah after deducting the expenses incurred. The sale of the holding must be taken up only when there is no crop or produce available for seizure either on the land or in the farm. In that case, the holding or a portion thereof, may be attached, and one month's notice should be given before putting the same to public auction in the village. If within that time the party does not pay the amount due together with the costs therefor, the panchayat put the holding to auction a week after tom-toming in the village to that effect.

The kist should be collected in *four* equal instalments commencing from the 15th November instead of 15th July now in practice. The present system of instalments must be abolished. As the collection work commences before even groundnut crop is ripe and much of the ryots' money is going to an intermediary who lends money on a prospective crop at an abnormally low price but not for interest, the first two instalments of the kist can be collected in November and December on jute and groundnut. The second half of the kist can be collected in January and February on paddy and sugarcane. In this connexion the zamindar may plead that as he has to pay his first instalment of peshkash in August that the present system of instalments of collecting kist from his tenants should not be altered. This plea does not hold good because the zamindar gets some lakhs annually and pays only a few thousands to the Government. Hence he can easily save a very very small fraction of his previous year's income to pay off his first instalment of peshkash.

IV. (a) The rights of the tenants to water-supply are inherent.

(b) We deny the landholder has got any superior right in water sources.

V. (a) We consider that all the estates should be surveyed and records of rights should be maintained compulsorily.

In these villages, assessment per acre is not uniform. Two ryots holding separate but equal pieces of land are not paying the same kist to the zamindar, even though the two pieces of land are fed by the same irrigation source and are of equal fertility. So, in order to fix a uniform kist per acre, the estates should be surveyed. Hitherto, the same land issued on a patta has been in possession and enjoyment of several tenants. If one of these tenants fails to pay the portion of his kist, the zamindar files a suit, obtains a decree and attaches the whole land under the patta for recovery of a portion of the rent due to a single tenant. Thus, unnecessarily other faultless tenants are also dragged into execution proceedings. If the lands are surveyed, and separate pattas are issued this sort of procedure cannot be adopted by the zamindar. If one tenant encroaches upon the land of another, this dispute cannot be settled here as the lands are not surveyed. Such encroachments are very common here and to get these disputes settled, they are going to the courts wherein they are spending a lot of money, thus spoiling themselves. If the lands are surveyed, these simple matters can be adjusted here only without spending even a pie. If any ryot perchance incurs the displeasure of the revenue officials of the zamindar, they threaten the ryot by saying that they would drag him to the court and spoil him unless and until he executes a kadapa in favour of the zamindar for a portion of the tenant's land calling it 'zeroity excess.' But, in fact, this piece of land is an integral part of his whole land issued to him on a patta long long ago. The poor ryot ignorant of his claims would be afraid of the threatenings and act according to the whims and fancies of these officials. If the lands are surveyed, such threatenings would be of no avail. In granting remissions one must know the extent of the land on which crops fail and the various crops raised on each extent. Considering all these aspects we hold the view that the estates *should* be surveyed.

(b) As the ryots are very poor and heavily indebted, the cost should be borne by the estate itself, and the survey must be done by the Government Survey party.

VI. No. They are all arbitrary and must be done away with.

VII. Two kinds of special income in this village that are at present in existence are, putting fish in the tank for auction and putting tank bunds in auction for grazing purchases. The first is objectionable for the reason that influential ryots of the village purchase the fish, leave out the whole water in the tank for the sake of catching fish and cause loss to the village as a whole. As regards second, the Zamindar who has leased out all the pasture land since the Estates Land Act comes into force, is not justified in putting the tank-bunds also for auction. The tank-bunds are at present used by the ryots only as pasture lands.

(a) The ryots should be allowed free of cost the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements

in the adjoining forest fit to be used only for agricultural purposes. He should not be allowed to enter into forests where timber is available in abundance.

(b) The tenants have, we consider, an inherent right to use these agricultural forest for their domestic and agricultural purposes free of cost.

(c) Village panchayats should have control over public paths, communal lands, hill and forest porambokes and pasture lands. The Zamindar has leased out all the pasture lands in his village. There is neither a forest or hill poramboke by the side of the village. Hence practically, the ryots have no pasture lands in this village. In cases such as these, steps should be taken to see that the zamindar provides the peasants at his own cost with pasture lands.

VIII. There is only one answer for the whole question. Repairs of irrigation works should be undertaken only by the Government and not at all left to the zamindar. While the tanks in the neighbouring ryotwari villages are being repaired regularly, without any petition whatever once in five years, there are instances in the zamindari tracts where tanks are not repaired for more than 50 years. The ryots' grumblings have no effect. Petitions are lodged with impunity. The biggest tank of this village which irrigates 400 acres has not been repaired for the last 60 years. The Zamindars collect their annual revenue by coercion through the influence of the revenue pettanadars who are paid at the rate of one per cent on the total receipts every year. Therefore, in the interests of ryots the Government must undertake these repairs *suo moto* as in the case of ryotwari villages.

IX. We see no use of jamabandi. Every detail can be left to the care of the panchayat. On the report of the panchayat, in the case of famine, or other matters of urgent importance the Revenue Divisional officer must pass orders after issuing notice to the Estate and holding necessary inspection or enquiry.

X. The under-tenant is responsible only to the pattadar and the pattadar should take only half the net produce of the under-tenant. The panchayat on behalf of the zamindar can see his crops or produce for recovery of the rent. The holding can be auctioned only after service of notice on the pattadar but not on the under-tenant only.

XI. (a) The Board of Revenue should not try these cases. Instead of constituting a special tribunal the High Court should be given powers to deal with these proceedings and it should be the final authority.

(b) Special courts should be constituted consisting of the Judiciary and the representatives of both the zamindar and ryots. The present administration of justice should be changed. The disputes should be settled at the scene of disputes. Then no body would dare utter a lie and the ryot would also save a lot of unnecessary expenditure. So in the interests of the ryot circuit courts of the above nature should be established. The present system of appeal after appeal which completely ruins the parties should be abolished. The disputes which are settled in these circuit courts may be retried on appeal which is to be filed in the High Court only.

XII. (a) We do not concede that there is even an inch of land in any of these villages in the actual possession and enjoyment of the zamindar. Every inch of land is occupied by some ryot or other. Hence the question does not at all arise.

(b) The law with regard to collection of kattubadi or jodi may be changed a bit. Village panchayat courts may be authorized to try these cases which should be filed only after the close of the fasli and no coercive methods such as distraint of crops or moveable property should be adopted either before the institution of the suit or after. After decree only the land must be put to auction in cases of failure of payment. The liability for kattubadi must be made several and not joint.

A. KAMESWARA RAO.

**Memorandum by Mr. C. Narasimham, M.L.A., Chicacole.**

I. (a) Zamindar is only a collector of revenue. He has no proprietary interest in the soil. The tenant only is the person that has got proprietary interest in the soil. Refer section 3 (5) and sections 6, 10, 11 and 12 of the Estates Land Act.

(b) The status of tenant in a zamindari should in no way be inferior to that of a pattadar in a ryotwari area. He should have all the rights of a ryotwari pattadar. The tenant being the proprietor of the soil, he can deal with land in any way he likes, change the nature of the soil, effect permanent improvements, etc.

II. (a) Rate of land revenue obtainable in the neighbouring Government area should be taken as fair and equitable rate and those rates alone should be adopted.

(b) The considerations adopted by the Government in Government area in fixing land revenue should be taken into account, i.e., 1/5 of the net profits can be fixed as fair and equitable rent.

(c) Yes. There should be such statutory provision for remission of rent in cases of failure of crops caused by circumstances beyond the control of the tenants due to *vis major*, etc. The principles adopted by the Government in Government areas should be made applicable in zamindari areas.

(d) Since the peishkash payable by the zamindar is permanently fixed and cannot be enhanced and since the zamindar is only a tax gatherer having no interest whatever in the land, it logically follows that the rate of rent for any particular area should be settled once for all.

(e) Yes. The Government should have reserve powers to revise, alter or reduce rents.

III. (a) Yes. They require revision.

(b) The powers of distraint of movables should be taken away from the estates. Those powers should be exercised by a Government officer not below the rank of a Revenue Inspector.

(c) The present system of collection and sale of holding is quite suitable and it may be continued.

IV. (a) Right of tenants to water-supply is inherent. They can never be matters of contract between landholder and tenant.

(b) The landholder has no superior rights to the water sources. The tenant should have an inherent right to take water for all the crops without the intervention of the estate officials and the supply and distribution should be regulated by Government, Public Works Department or Revenue officials.

The water sources should be kept in good order and repaired at the cost of the estate by the Government.

V. (a) Yes. Should be surveyed and record of rights should be maintained.

(b) The zamindar should bear the whole amount of costs.

VI. He cannot demand any levies, customary or otherwise in addition to the rent.

VII. (a) The tenants should have natural facilities, such as grazing of cattle, collection of green manure or wood for agricultural implements of their own; so also, wood and stones for self-use.

(b) Yes. They have such inherent right to use them free of cost and they should be allowed to use so.

(c) Public paths, communal lands and hill and forest porambokes are mainly intended for the use of the villagers. The zamindar should have nothing to do with them. They should be under the control of the revenue authorities kept for the benefit of the villagers.

VIII. (a) The irrigation sources and works should be maintained by the estate under the supervision of the Public Works Department or Revenue Department.

(b) Yes. The Government should be invested with such rights.

(c) Both the methods should be made available.

IX. Yes. Jamabandi is necessary.

X. Under-tenants should have security of tenure so long as they pay the rent fixed regularly. They should not have kudivaram right, such as, right to cut the tress, etc., to change the nature of the soil, e.g., dry into wet, etc., to effect permanent structures on the lands and so on. Also whenever the tenant bona fide requires the land for his self-cultivation he should have power to take the land. But whenever he leases the land again he should give it to the original under-tenant or his heirs if they so desire.

If the tenant neglects to pay the legal rent the under-tenant should be permitted to pay it.

XI. (a) There is no necessity for the Board of Revenue nor a special tribunal be appointed. The High Court may be made the forum in the place of the Revenue Board.

(b) Civil Courts.

XII. (a) In such cases the zamindar can evict the trespasser with the aid of Revenue authorities or he may treat the latter as tenant and accept rent from him.

(b) Does not require any revision.

**Memorandum by Mr. P. L. Narasimha Raju, M.L.A.**

I. (a) The relation between the landholder and the ryot may be described as one of co-partnership. The ownership of the land is vested in zamindar and ryot.

(b) The interest of the ryot in the land is an occupancy right which is saleable and hereditary without materially impaired the value of the land for agricultural purposes and the land owner is entitled for the minerals under the surface.

II. (a) A definite share of not less than 33-1/3 per cent of gross produce that being the minimum rate is fair and equitable rent.

(b) The nature of the soil and irrigation facilities must be taken into account in fixing the rent.

(c) The principle governing remission in ryotwari areas may be adopted and proportionate deduction may be given to zamindar from peshkush.

(d) Principles must be enunciated to determine what is fair and equitable rent leaving it to the officer or court to arrive at a figure.

(e) At present under the existing acts the Government have no power. The Government must make some provision to reduce inequitable rents.

III. (a), (b) and (c) No change is necessary at present but as for distraint and sale of movable property some procedure must be devised to reduce the expenditure.

IV. (a) and (b) The right of the ryot to the water supply is inherent as being appurtenant to the land in case of all lands bearing water rate and the supply of water is a contract between the ryot and landholder. In such cases equitable distribution vests in the landholder and a suit can be filed for framing a scheme for proper distribution by the ryot subject to certain limitation the right of the landholder over water source is complete and full as the owner thereof.

V. (a) and (b) Yes, the Government, zamindar and ryot must bear equally.

VI. (a) If it is customary the zamindar may demand but this custom is forgotten in many districts. Any how, this may be dropped.

VII. (a) Where such facilities exist in a village the cultivator of the land shall be allowed to enjoy free.

(b) No, they must be allowed free of cost, else it is not possible to improve the land.

(c) The ryots shall be entitled to use the public paths and the communal lands for the purpose they are intended without any hindrance from landholder. The hills and forests belong to zamindar. They are at his disposal subject to customary rights which the ryot possesses in them. That right the ryot will have to prove.

VIII. The landholder every year in his budget shall allot 10 per cent of his income from wet lands for the repairs of tanks and channel and 5 per cent for capital works. If and when by unforeseen causes that the works may not be carried out and if after carrying out the works there may be some balance of money be left, such money should not lapse but should be set apart as statutory fund. All works carried out must be checkmeasured by Government officials such as Tahsildar and Divisional officer. If the works are not carried out partly or wholly the landholder should submit his explanation to the Government.

IX. There should be jamabandi every year and transfer of pattas should be made.

X. If an under-tenant cultivates a land continuously for more than twelve years he is deemed to be a tenant and the kist to be paid to zamindar may be paid by him and excess to the tenant who leased out the land to him.

XI. (a) The rate of rent is to be fixed by Divisional officer and appellate authority is the district collector and second appeal lies with the Board of Revenue with revision powers vested in the High Court.

XII. (a) When the occupant is in unauthorized possession for more than twelve years he shall be deemed to be a ryot and he has to pay a fair and equitable rent fixed by Government and the others may be ejected.

(b) Government must take up and such deduction shall be made in his peshkush. Subdivision must be made if and when petitions are filed.

P. L. NARASIMHA RAJU.

**Memorandum by Mr. S. Venkatanarasimhachari, Tekkal.**

I. (a) The Zamindar.

(b) Landlord's interest is to realize 6 per cent interest for the capital he has invested. Tenant's interest is to realize wages for the labour of raising crop.

II. (a) Half of the gross yield in kind for ragi, paddy, grams, gingelly crops. One-third for landlord and two-thirds to tenant where crops are raised by baling out water all



through the season and for groundnut crop. Two-thirds for landlord and one-third to tenant for paddy crop, irrigated by canal fed water, where such crop is raised by sowing the seeds alone, without having the necessity to transplant. One-fourth for landlord and three-fourths for tenant for tobacco and sugarcane crops.

(b) Interest for the capital invested and wages for labour ought to be the main consideration. The zamindar has to pay peshkash and this fact has to be kept in view in fixing a fair and equitable rent.

(d) It is advisable to settle the share of rent in kind once for all as shown in the answer to question II (a).

(e) Yes. Desirable.

III. (a) They require revision.

(b) There should be an additional section empowering the landholder to compel the tenant to abide by the system of sharing in kind, whenever he is under arrear of rent for one year or more.

(c) Compulsory sharing (half and half in kind) is the simplest and the least costly procedure for collection of rent. Sharing in kind ought to be as shown in the answer to question II (a). On intimation from a landholder of his intention to collect rent by the system of sharing in kind the Deputy Tahsildar and the police should be bound to supply the necessary people in addition to the village establishment, and should be bound to effect the sharing peacefully and successfully. The charges for such establishment should be borne by the landholder first and he in his turn should be empowered to realize half of such costs from the tenant.

IV. (a) The landlord supplies water as a matter of contract. Where there is scarcity of water he cannot supply.

(b) The landholder has a superior right. Keeping tanks in good order, supplying water as far as possible, leasing out fisheries, selling or cutting trees, etc., on tank bunds, all these are the landlord's.

V. (a) & (b) There need not be a compulsory survey and record of rights.

VI. Yes. He can demand such customary levies, provided they do not go above 10 per cent value of the rent payable by the tenant.

VII. (a) The landholder may be empowered to charge a nominal rent not exceeding one rupee for one acre, where the bona fide of the tenant to use such land for agricultural implements is not doubted.

(b) They have not got any such inherent right.

(c) Public paths and communal lands should not be meddled with by either party and they should be left alone for the use of public and community. The sole rights over hill, forest, porambokes, should be of the landholder: whereas the tenant's rights over them are that he can demand their usufruct at a nominal rent not exceeding one rupee per one acre. The landholder should give preferential right of use to the tenant, in spite of the fact that he recovers only a nominal rent, to any application from others than tenants.

VIII. (a) The landholder should be compelled to keep tanks in good condition at his cost. The tenant should be compelled to keep irrigation sources and channels in good condition at his cost. The landholder should have powers to alter the course of an irrigatory channel if it serves the purpose of water-economy.

(b) There may be such provision in consideration to the income devoted from the lands.

(c) On application by parties.

IX. It is necessary. The village establishment should be made responsible, as in the case of Government villages to collect and keep clean balance.

X. There should be no legal status to under-tenants.

XI. (a) High Court should be the final authority over the Revenue Board.

XII. (a) The unauthorized occupier should be compelled to pay to the landlord such rent on it, as is being realized by him, from the adjacent lands, from the date of occupation. The remedy should be similar to that of rent recovery.

(b) It requires revision. Collection of kattubadi should be on similar lines to that of rent collection.

S. VENKATANARASIMHACHARI.



**Memorandum by Mr. Poola Venkayya, Secretary, Village Congress Committee,  
Paidipala, dated 26th November 1937:**

The following replies are submitted to the questionnaire issued for the zamindari ryots for favourable consideration.

- I. (a) The zamindar is the master of the land.  
(b) The ryot (tenant) is only a tenant of the land with powers to alienate the land with the same rights.
- II. (a) & (b) The reasonable rent payable on the land is the amount realized out of the income derived from doing agricultural operations on the land excluding cost of agricultural seed, manure, cattle, implements, irrigation charges, wages, etc., and actual living charges of the tenant and his family. It comes to one-eighth of the total estimated income realized from the land; the remaining seven-eighths being the costs incurred as enumerated above.  
(c) Yes. There must be legislative measures for fixing the remission of land revenue. Fall in market prices, famine, water scarcity, loss of fertility of soil and other natural disadvantages should be taken into consideration every year.  
(d) The rent shall have to be fixed from time to time, by judicial tribunals after due consideration of the prevailing condition of crops and other prices.  
(e) The Local Government should have superseding power over the reduction of land revenue where injustice prevails.
- III. (a) & (b) No amendment is necessary. The zamindar should make the necessary arrangements for collecting the land revenue.  
(c) The functions of collection of land revenue and alienation of lands as existing at present is unnecessarily costly and cumbersome to a zamindari ryot and these functions should be vested in the village committees after they are duly formed.
- IV. The irrigation facilities offered to the tenants shall have to be controlled by the village committee. The income derived from the irrigation sources shall be utilized through such committee for the general advantages of the villages concerned.
- V. (a) Yes. All estates should be surveyed.  
(b) The entire of survey should be borne by the zamindar.
- VI. The zamindar should never demand anything in excess of the land revenue as decided from time to time by the village committees.
- VII. (a) & (b) This is not in vogue at present. Arrangements for providing such benefits to the general public should be enforced.  
(c) The zamindar has a complete right over such. The ryots and the other villagers should have share in their rights.
- VIII. The entire power of settling disputes should be vested in the Local Government. If the irrigation sources are in need of repairs and if the ryots inform the taluk officers through their village committees, necessary action should be taken at once to repair such sources.
- IX. Yes. The annual jamabandi for zamindari villages should be conducted. There should be no arrears of land revenue. If the land revenue were to accumulate the ryot is destroyed. The land revenue should be verified at the time of jamabandi.
- X. Whenever there is change in any holdings in favour of any one his name should not be included in the patts but he should be given a separate patts for himself. One should not be made liable for the rent of another.
- XI. There should be separate judicial court for settling all disputes between ryots and the zamindar.
- XII. (a) Disputes in regard to encroachment of lands should be referred to the village committees for decision.  
(b) The charge may be reduced.

**POOLA VENKAYYA,**  
*Secretary.*

**Memorandum by Mr. G. V. Ramanamurti, Congress Worker, Dusi R.S., Vizagapatam district, dated Camp Nellimarla, the 30th November 1937.**

I. (a) In my opinion, the proprietor of the soil is the ryot.

(b) The issue in question is a deep rooted one, which relates to a tentative and permanent relation, between the zamindar and the tenant. In support of any argument, that likes to stand up for debate, most advertently, historical, political, ethical and equitable opinion and evidence has to be scrutinized.

Far from being a student of ancient history, political constitutions or historical research, nevertheless as an observer of the zamindari area in the Chicacole taluk, and as a scrupulous student of day to day relative political history, it behoves me to put my argument on the deduction. From the primitive Vedic period, when there seem to have stood so many kingdoms and empires, to the age of Moghul Empire, including of the Epic ages, the ruling principle was prima facie democracy and the land in all aspects belonged to the people. Even in the Moghul period, the reign of Akbar and Aurangazib indicate the sovereignty of the people over the soil wellnigh, apart from the heretodoxical fanaticism which troubled one. More since the land is a land of agriculture and this agricultural population form the populace and masses of India, the land in all eminent logic belong to the ryot. Is it only this much that stands for consideration? Of course authoritative, legal and constitutional opinions are of supreme weight. Then the primary issue, as to how the zamindari system originated arises—for which verily again opinions differ. In this, one may point out, that this issues bears no superficial relation, but the whole question of zamindari tenancy revolves round this. Then how came this zamindari? Was there zamindari system in ancient or mediaeval empires? Of course, this resolves with a flat no; nevertheless it exceeds in extension. There was in existence a certain system by the name of Pomudars, which came into being after the decline of the Moghul Empire and the formation of independent states in the 17th and 18th centuries. These zamindars were mere rent collectors then engaged to facilitate collection work in the subhas of the declined empires.

Early in 1802, when the East India Company organized petty territories in India, it engaged these zamindars by this very name and took up factions, supporting the suzerainty of these rent-collectors superficially and internally sapping them. Gradually the position of the zamindari grew strong and with the transfer of British India, to the British Crown, this system ran deep into the roots by grant of these sanads to these sects. The British nation with an eagle's eye, judging the pulse of the nation, in their policy of "Divide and Rule" Imperialism, capitalism and colonial fascism, supported the zamindari wellnigh and changed their position by statue to zamindars, making them apparent Imperial Moghuls. The British Government from the time of Lord Cornwallis, entered into negotiations with these rent collectors, to collect their revenues and tariffs on the one hand, safeguarding their military policy on the other. In the time of Lord Canning and early downwards, their right was made statute, and a rent was fixed up from the revenue collections in the name of "Peshkash," to be paid in the 75 per cent ratio. Later on, when the whole of India was devoured by the British Lion, came the ryotwari system and the zamindari which was originally statuted, remained with all political restrictions.

Regarding the Madras Presidency now, after a survey of the zamindari system in India, the British or the then Madras Government in their colonial fascist policy, to embitter the relations of the ryots and the zamindars, or the Indian people as a whole, introduced first, the Madras Estates Land Bill in 1908, in the Madras Legislative Council, when one dispassionate and just British member of the Board of Revenue then (name not available at hand), thoroughly opposed the Bill, on the ground that these zamindars were mere rent-collectors and that no right exceeding that should be given to them by statute. Of course, the Bill even amidst opposition was passed, eminently granting all rights of enhancements of rent, etc., making them permanent jaghirdars. Ever since the passing of the Estates Land Act and the amendment in 1934, the position of the ryot grew worse and the sins are piling up and the sins of the previous Governments, fall on the shoulders of the present, democratic, representative, Congress Governments to be borne. So on a bona fide enquiry and trial of the record of evidence, apart from history and constitution, equity and justice, apropos to the comparative ryotwari system, the right of the land belongs to the tenant or ryot, but not the zamindar.

II. (a) Fair and equitable rent is that rent, which the ryot can pay in any clemency.

(b) The considerations for this are many, viz., fertility of the soil, the prices, the irrigation sources, the cost investment, the labour incurred by the ryot to the

minimum, the cost of feeding cattle in proportion. Thereafter, the estimated value of all these should be deducted from the gross yield on the land and the net equally divided between the zamindar and the ryot. In this exemplary estimate can be worked out.

(c) There should be statutory provision for remission and that in identity with ryotwari areas.

(d) If as are enunciated, the principles involve difficulty for settlement, the rent should be fixed up permanently.

(e) It is no doubt desirable, that the Provincial Governments should have the reserve powers to revise, reduce or alter the rents, wherever detected as inequitable by the executive action of their settlement officers, but nevertheless, this power should be exercised, with the consent of the people, if and when a change seems imperative or when the bona fides of the settlement officers is doubted or interdicted.

III. (a) In all positivity the powers of collection of rent should be revised.

(b) This is as easy as possible, if only this is given to the Congress or Kisan panchayats of the village or firka or taluk for executive action and settlement. The landholders should not be allowed to exercise coercive powers, rather should report them to the panchayats, who shall do them or in case of incorrigible items, they shall be handed over to touring courts.

(c) This can be affected only by the suggestion in (b) supra, and the establishment of special touring tribunals, with powers under statute and this makes the cost less.

IV. (a) The rights for water-supply are inherent as being appurtenant to the law and no doubt should rest in this.

(b) Of course, as at present constituted under the Madras Estates Land Act, the landholder exercises superior rights over water-sources, and this is no reason for question. These should be taken over and maintained by the Government.

V. (a) All estates should be surveyed and records maintained compulsorily.

(b) In the event of this being undertaken, the cost should be borne by the zamindar and the ryot in the ratio 2 : 1.

VI. Though this demand of levies, extra to rent, is in existence, in some of the estates, specially in the area I have seen, it should be summarily and totally abolished and obliterated.

VII. (a) At present no such right is in favour of ryot, but that should be an agricultural right by statute.

(b) It is an inherent right, which they should now be conferred upon, free of cost.

(c) In this, the respective rights, are obligatory and statutory, to both parties, in that, footpaths, communal lands (village sites, thrashing floors, tank porambokes and banjars) forest and hill porambokes, should be kept in reserve, without assignments or encroachments of any kind.

VIII. (a) The maintenance of irrigation sources should be maintained by the Government and the cost borne by the zamindars for which money should be collected from the zamindars at the rate of 2 annas in excess of their zamindari income or otherwise borne by the Provincial Government and zamindars in the ratio 1 : 2, and a systematic water-supply undertaken by Government with the consultation of panchayats.

(b) The rights as aforesaid should be vested in the hands of the Provincial Government.

(c) Though the power should be vested in the hands of the Government, it should give advertent consideration to the application of the ryots.

IX. Jamabandi as in the ryotwari area is necessary and jamabandi allowances paid to village officers.

X. The under-tenants in the zamindari areas should have security of tenancy right.

XI. (a) In all proceedings between landholders and tenants, the final appeal or revisional authority should be discontinued in exercise by the Board of Revenue and in its stead special tribunals should be constituted.

(b) These proceedings should be tried by these special courts, of a touring nature, viz., touring special tribunals.

XII. (a) In case of unauthorized occupations by ryots, relief to the zamindars should be decided by the Government in collaboration and consultation with village committees.

(b) This requires a revision in that the Government should undertake it after due consultation with inamdars.

*Special.*

1. There should be patta transfers in all zamindaris and changes effected at less registration costs.
2. Adequate water-supply should be looked into by the Provincial Government in all zamindari villages by excavating tube wells.
3. The various Congress panchayat committees of the concerned areas should be given right and access to represent and conduct negotiations with the zamindars and the Government in all ryots' grievances.

G. V. RAMAMURTI.

**Memorandum by Mr. Kachibhatla Venkatasubbs Rao.**

*Legal and constitutional position of the landholder and the ryot.*

I. It is the ryot that is the proprietor of the soil and the landholder possesses only the right to the melvaram thereon. In India the proprietary right of the ryot to the land under his cultivation has been fully recognized by the rulers. The British Government also possess the same right to the melvaram interest only in the land like their predecessors. This proprietary right of the ryot to the land has been fully recognized by the British Government also and it was upheld by the highest courts of the land. Under the Permanent Settlement of the 1802 the landholders derived a hereditary right to their office with a fixed permanent assessment payable to the Government and a right to profit themselves by extension of cultivation, etc. The landholder as the assignee of the Government's royal share in the land possess no proprietary right to the soil which their assignor had never possessed.

*Communal and waste lands and forests.*

II. The Indian cultivators from time immemorial have a customary right to graze their cattle in the communal and pasture lands and also in the adjoining forests and hills, and a right to cut fuel and timber in the neighbouring forests and quarry stone necessary for their houses, cattle-sheds, etc.—all free of cost. They have a further right to extend cultivation into the waste land and the landholder should recognize him as a ryot if he pays the assessment payable thereon. The landholder shall have no right either for nazarana or for premium for admitting him to the waste lands. The landholder should not be allowed to increase his private land under any pretext. Even the lands purchased by him at revenue sales or relinquished by the ryot should remain as public cultivable land and therefore be leased out to any ryot on application without making any profit thereon within six months from the date of the said relinquishment or delivery in the case of lands purchased at sales.

In this connexion it is not out of place for me to state that all customary rights of the ryot should be reduced to writing. The customary right of the landholder to any trees in a holding is a myth inasmuch as the trees have grown on the land either naturally or by plantation by the ryot and the landholder being no more than a farmer of rent can put forth no justifiable claim to these trees. He is in strictness entitled only to the assessment due to him on such lands. It cannot of course be denied that topes planted or grown by the landholder at his cost stand on a different footing.

All communal lands including tank-beds, etc., should be maintained intact in the interests of the ryots and therefore the landholder should not be allowed to make any revenue out of them by grant of pattas or for temporary cultivation or for pasture. Even the ryots in the same way should be prohibited from encroaching on them. The existing encroachments should be restored and further encroachments be strictly penalized by the imposition of heavy penalties.

*Remission.*

III. When there is failure of crop, i.e., one-fourth and under, the ryot should be granted full remission, and in the case of partial failure of crop ranging between one-fourth and five-eighths, partial remission must be granted. This is a long-delayed justice quite overdue to the zamin ryots.

*Survey and record of rights and settlement of kists.*

In zamindaris no system of assessment is followed and every opportunity was availed of by the landholders to exploit the weak and unprotected ryot. Rents were raised at every change of hands on threat of driving out the ryot from the land, showing concession here and there to influential ryots in the villages who served as convenient tools of the landholder in all their unjust and illegal actions. The ryots are not made known at what rate

they are assessed and what acreage they hold; there is no public record of their rights—either customary or special. It is therefore necessary that survey of land and settlement of kists be immediately carried out by all zamindaries. It is only just that the ryot should be assessed for the actual extent of his holding instead of for a supposed area or areas based on rough and crude methods of calculation. It is at the same time equally fair and reasonable that an equitable rent should be assessed with due consideration to the fertility of the soil and the nature of irrigation source, if any, and conditions of water-supply. In this connexion arises the important question of what a fair and equitable rent is. A fair and reasonable rent is one that secures to the ryot the cost of his, and his family labour, his cash investment and that which leaves a fair margin of profits for the necessary requirements and comforts of life. In ancient days when the royal share was paid in kind it was not more than one-sixth and at times and that very rarely also one-fourth of the gross produce. What is now payable in cash for the melvaram right of the landholder should not therefore exceed the probable cost of that one-fourth of the gross produce.

A further question arises as to who shall bear the cost of survey and settlement. The rich landholder, who has been profited by the "permanent settlement" both by fair and foul means should in all reasonableness bear the entire cost and the poor exploited ryot fully exempted therefrom. By survey of the land the landholder will be further benefited by way of additional rent for the excess areas found under the cultivation of the ryots while the ryots get no positive benefit except freedom from high and ruinous rents. The ryots may be made to bear the cost of copies of the survey maps and the record of rights supplied to them. Settlement of kists should be made only at the rates prevailing for similar lands in Government villages and those assessed on resumed inams.

In the Kasimkota estate to which I belong as a ryot the wet rates vary from Rs. 10 to Rs. 20 per acre leaving cases of very low and favourable rents and those of abnormally high rents at either extremity. The dry rate substantially ranges between Rs. 5 and Rs. 10. There are very many dry lands the assessment of which is higher than wet rates. The customary ryots of the villages grazing their cattle and cutting fuel in the neighbouring hills free of charge has not been recognized by the zamindar and special fees have to be paid for them. Survey of the estate villages was made in year 1899 and 1900 and it was not followed up by a record of rights and settlement of rents.

#### *Irrigation sources and their repairs.*

VI. The duty of maintaining the irrigation sources in efficient condition has been neglected by the landholders and the ryots in general are not in a position to avail themselves of the provisions of the Act, owing to the abnormal costs they have to bear and the long time and delay which are involved in such proceedings. There is no prompt remedy for the ryot to arm himself, similar to the power of distraint of movables and standing crops of the ryot by the landholder. The landholders are generally very selfish and ease-loving and also very indifferent to the interests of the large number of ryots that are committed to their care. They do not realize that the estates they hold are trust properties and that they are trustees charged with heavy responsibilities of course with a due margin for their labour.

In the Kasimkota estate the irrigation works are neglected except the contribution works for the maintenance of which the proprietor pays his share of contribution. Within my knowledge there are instances in the Kasimkota estate of long-drawn and inevitable costly proceedings instituted by the ryots for the repairs to the irrigation works. There are some tanks, the maintenance of which has been dispensed with by the zamindar and granted on pattas to the favoured few. In addition to this grave defect, portions of existing tank-beds have been alienated in favour of the ryots with the inevitable consequence of smaller storage of water and consequent diminution of water-supply to the agricultural crops in the anicuts under them. The ryots have every right and claim for the proper maintenance of the irrigation works and to the supply of water from them while the zamindar is only charged with the duty of their maintenance by proper repairs to them in time. The landholder cannot neglect repairs to them nor indiscreetly convert them either in whole or in part into ryoti land. Neither the provisions of the Madras Estates Land Act of 1908 nor the amendments effected in 1934 in this matter have proved to be effective means for remedying these evils. The only effective remedy to this very important problem is that the Government should take over the duty of repairs and maintenance of irrigation works and execute them through their Public Works and Minor irrigation departments and recover the costs as arrear of land revenue or by fixing 10 to 15 per cent of the gross income of the landholders to be paid along with their peshkash. It is within the constitutional right of the sovereign power to do so.

*Fees and cesses in addition to rent.*

VI. The pattas shall contain no other cesses or fees except those payable to the local boards and to the Government, and the summary proceedings under sections 78 to 112 should be strictly confined only for the recovery of the amounts stated in the pattas and muchilkas exchanged annually or for definite periods as the parties choose and enter into agreement. The Indian ryot being still very poor and ignorant and disorganized pattas and muchilkas should annually be exchanged between the parties and summary proceedings under sections 78 and 112 being made invalid without such exchange.

As regards water-cess the landholder should rest content with his right of applying for reclassification of dry into wet if the ryot was found raising wet crops successively for three years, instead of allowing him to charge water-cess according to his will supporting himself in this respect by the very inaccurate and unreliable cultivation accounts written by his tools—Karnams sitting at their houses.

In this connexion it is only right and reasonable that the right should also be allowed for reclassification of wet into dry for failure of crop for three successive years due to entire failure of crop and insufficient supply of irrigation water.

*Recovery of rent by distraint and sale of ryots' movables and sale of holding.*

VII. The zamindar should be armed either of the two weapons and not with both of them, as they have only proved to be weapons in his hands for undue and improper harassing of the ryot.

As rent is a first charge on growing crops and produce of the land and on the holding itself, the right of distraint of ryots' movable property should be strictly limited to the crops and produce of the land and not allowed to extend further. In case of distraint of crops or produce the landholder shall not be allowed to swell the cost of distraint, and he should leave the distrained property in the custody of the ryot only, on his undertaking to produce a reasonable portion of the said produce at the time of sale. The landholder shall not be allowed to distrain the whole of the crop or produce, as is being done hitherto, as he is entitled only to a share of it and as the whole crop contains the accumulated labour of the ryot and his family, the investment borrowed from his sowcar (merchant) and his profits. The ryot should be allowed sufficient provision to enable him to work and maintain his family till the next harvest.

It is within the knowledge and better experience of every ryot that the lands of non-defaulting co-owners who were not the registered pattadars, were often brought to sale and sold without the owner's knowledge, excluding the land of the actual defaulters. This grave defect is primarily due to the neglect of the landholder to recognize the transfer of entire holdings or pattas thereof and enter into separate engagements with the transferees and co-owners when they apply for subdivision and separate registry. Unless a penalty is imposed on a landholder for the neglect of this very important duty within a reasonable time of two or three months from the date of application, it will be only allowing this grave evil to be continued without regard to the elementary rights of the ryots. The non-defaulting co-owner comes to know of the harm done to him when he will be actually dispossessed of his land at the time of delivery.

*Payakari ryot (tenant).*

VIII. He should not be allowed to be rack-rented and ruined thereby either by the ryot or by the landholder when he cultivates any land on lease belonging to either of them. It is therefore just and reasonable that the demand of the landlord should be strictly limited either to half the gross produce or double the assessment payable on them or on similar lands. This does not in any way confer on him any occupancy right in the land he cultivates, and as such the payakari ryot is ejectable from the land under his cultivation at the expiry of the lease.

*Kattubadi.*

IX. The zamindar receives kattubadi from the inamdar for the water supplied by him to his wet lands. It is therefore unjust that any kattubadi should be paid by the inamdars when there is failure of crops and it is more unjust to pay any kattubadi on dry lands.

It is therefore suggested that necessary legislation or amendments shall be effected by the ryot's representative in the Legislature to redress the grievances of the ryots who stand on an unequal footing with the rich landholder who still exercises direct and indirect influence both in the Government and in the Legislature.

KACHIBHATLA VENKATA SUBBA RAO.

**Memorandum by the General Secretary, Palakonda Taluk Congress Committee,  
Rajam, Vizagapatam district, dated 20th November 1937.**

I. (a) & (b) The cultivator is the owner of the soil, subject only to the payment of taxes or rents to whomsoever they are due—to the zamindars.

(1) According to Hindu conception, the King is only entitled to a tax and not to any share of produce. This means that the subject is entitled to an absolute interest in the lands. He receives taxes to carry on the administration and to protect his subjects. Land-tax is one species of taxes. Bodayana says, "Let the King protect his subjects, receiving a sixth share." Parasara says, "The King receives taxes; and therefore, must he protect his subjects from thieves and robbers."

(2) That the Hindu Kings never claimed ownership in the soil is also clear from the numerous instances, recorded in authoritative documents of the Kings having purchased lands from their subjects and then made a gift of them to others. Kalidas refers to a like share to the king (in the produce of the land as tax and not as rent).

(3) Though there was some divergence of views among the Muhammadan Jurists in the early days with regard to the rights of the cultivators of the soil, the Hindu notion was accepted and the cultivator was recognized as the owner later on.

(4) In the early days of the British administration, it was wrongly thought that the idea of the individual ownership in land was foreign to Indian notion also as in England. They regarded the zamindars as Feudal Lords, and conferred upon them rights to which they (the zamindars) could never have laid any legitimate claim. This wrong notion led the early British Administrators to pass the Regulations regarding the permanent settlement of 1802. Thus, the early British Administrators ignored the just claims of the tenants and purported to confer absolute proprietary right on the zamindars and landholders, forgetting that the latter are only intermediaries, who are only assignees of Government revenue.

(5) Immediately preceding the British advent, many local chieftains arrogated to themselves absolute rights, more on account of the weakness of the later Muhammadan Rulers. The British Administrators seeing this, and being accustomed to the Feudal system at home, blundered into thinking that the Feudal system is the normal state of affairs and not a stray phenomenon of a mighty Empire in its last stages. "Unfortunately, the just claims of the ryots were altogether forgotten in settling the question of the proprietary rights and strange to say, without evidence, without proof and without investigation the British Legislators have delivered as tenants-at-will, millions of free proprietors to the tender mercies of a race of tax gatherers and speculators, who though not possessing a foot of land, have been by a stroke of pen converted into exclusive proprietors and 'Signorial Lords' of the provinces."

(6) This mistake was discovered 20 years later, and Regulation 4 of 1822 was passed in Madras. Its effect was to reduce the rights of the zamindars, to that of a hereditary agency vested with proprietary right in the land revenue alone.

(7) Thus, we see from early times, the State divested itself of all rights in the soil and contented itself by collecting the land-tax. The zamindars are only intermediaries, either created or continued. In either case, being only creatures of the State, they cannot claim more than the State itself. Though it took some time for the recognition of the inherent right of the cultivator to the soil, about the year 1896, the Madras High Court decided in favour of the ryot. (Vide 20 Madras, 299.)

"To treat such a payment by cultivators to zamindars as rent in the strict sense of the term, and to imply therefrom the relationship of landlord and tenant so as to let in the presumption of law, that the tenancy in general is one from year to year would

be to introduce a mischievous fiction destructive of the rights of a greater number of cultivating (tenants) class in this Presidency who have held possession from generations. . . . It thus seems unquestionable that *prima facie* a zamindar and a ryot are the holders of the meivaram and the kudivaram rights respectively."

This case saved the ryots till the passing of the Estates Land Act in 1908.

(8) In the Estates Land Act one discovers a spirit of compromise and tact in declaring the rights of the tenants to avoid a direct conflict with a powerful class of zamindars in the initial stage of a benevolent legislation. The intention appears to be further amend it and bring the tenants to the level of the ryotwari tenants.

II. (a) A fair and equitable rent is that which leaves a reasonable margin of profit in cultivation of the holding for a tenant. No tenant should be left to cultivate, as at present, without any share of profit. The average annual yield per acre in a particular village should be first ascertained. Out of it, 25 per cent should be deducted for the vicissitudes of seasons, cartage and markets. The costs of cultivation as met in the present state of affairs is only 25 per cent. But if 40 per cent is allowed for this, there would be reasonable prospect in adopting some improvements in effective cultivation. Deducting these two items there will be a balance of 35 per cent. This balance should be equally divided between the landlord and the tenant. If rent is fixed at 18 per cent of the gross yield, it will be fair and equitable. For wet the rent should not exceed Rs. 8 and for dry or garden, it should not exceed Rs. 4 per acre.

(b) (i) *Consideration.*—The lands should be divided into wet, dry and garden. Wet must be classified into four classes. First class land must be either river or channel fed and must be situate in a village, which must be near a railway station. Rs. 8 will be a fair rate of rent per acre. Second class land must be riverfed or channelled situate in a village which is not near a railway station, but which is road side. Rs. 7-8-0 will be a fair rate of rent per acre. Third class lands must be riverfed or channelled situate in a village unconnected with any railway station and which is not even road side. Rs. 7 is a fair rate of rent per acre. Fourth class must be neither rainfed nor channelled and may be situate anywhere. Rs. 5 per acre is reasonable rate of rent.

The dry and garden lands must be divided into three classes. First class dry lands or garden lands must be situate in a village which has got a railway station nearby. Rs. 4 per acre is reasonable rate of rent. Second class must be situate in a village which is at least connected with roads. Rs. 3-8-0 per acre is a fair rate of rent. Third class must be situate in village which is not connected with any railway station or road. Rs. 3 per acre is a fair rate of rent.

(ii) *Consideration.*—The average prices in the staple food crops in the zamindari or in the taluk should be taken for the last seven years alone for fixing the yield per acre. One-eighth of the produce is a fair rate of rent.

If at least these two considerations are had in mind a fair and equitable rent can be fixed.

(c) If the rent is fixed with due considerations there need be no provision for remission of rent except in cases of *vis major*—totally and irreparably affecting the land. As the ryot, makes profits in ordinary years, he is not entitled to any remissions for special years. Only in famine times extending over years there may be special legislation for affording relief.

(d) It is always advantageous to have the rents fixed once for all. The landlord knows what he gets and the tenants know what they have to pay. Both of them, if they are economical, will cut their coat according to their cloth. They need not ruin themselves in litigation to settle the rate of rents. It should not be left to any officer, for, it would entail a hardship to either of the parties due to several things. If it is left to a court, litigation will become compulsory and both parties get ruined.

(e) The Provincial Government need not have any reserve powers to revise or alter or reduce the rents after the rents are fixed once for all. If, within three years, any irregularity in rates, is brought to the notice of this present Government, it may rectify. If after, any irregularity of rates is complained of, it should be decided by a civil court, alone. There is no use in leaving anything unfinished.

III. (a) The powers of collection of rent now given to landholders under the Estates Land Act, require serious revision. There is no justification for giving any special powers to the landholders—the zamindars. Without the special powers of distraint and sale of movable property or of the holding given to other kinds of landowners, the latter were able to collect their dues, without any clamour for reforms granting these powers. It is these extra powers that are harassing the tenants. Whenever the landlord is displeased with



his tenants, he will resort to one of these methods. The right of suit is sufficient for the collection of rent. Thus these special powers should be abolished by amendment. Chapter VI of the Estates Land Act should be deleted.

(b) The Estates Land Act should be amended so as to place the ryots in the same position without extra burdens as ordinary tenants, with rights of occupancy. The landlord should collect his rents, by filing a suit. There should be no difference between a landlord coming under the Estates Land Act and a landowner coming under the Transfer of Property Act.

(c) If the landlord is directed to file a suit for recovery of rent, he must also execute the decree like any other decree-holder, who has a charge decree. He need not attach. He need not file any encumbrance certificate as no encumbrance created by tenant will bind him. In sales of holding, poundage fees may be lowered down. When the judgment-debtor deposits the warrant-amount, he need not deposit 5 per cent for extra payment to the auction-purchaser for setting aside the sale.

IV. (a) The tenants are entitled to a reasonable supply of water as being an inherent right and as being appurtenant to their land. It is an easementary right. The water courses belonged to the owner of the soil. They can never belong to the intermediary who is created or continued by the State. The State should take hold of all irrigation works, and charge the tenants for the upkeep of the works. They should not be left so as to be regulated by contract. The landlord, with his staff of high sounding names and hirelings will be in a position to exercise undue influence, coercion and even fraud.

(b) The landholder has no right, much less, a superior right, in the water sources in the estate. He has usurped rights in water sources. He may be divested of all his supposed rights; and in cases where he has invested more than Rs. 5,000 in one or more of irrigation works in a single village, he may be awarded compensation exactly representing the actual cost. The state should compensate him, and recover it from the village tenants by instalments payable from two years thereafter. This divesting of rights in water supplies is not a real loss to the landholder, because he could never have it before. He was not entitled to make any profit in water supply and if he made previously it was illegal and so, it would be highly proper to declare the absence of such right in him. If the State does not like to take over charge of these water works, a reasonable rate per acre may be fixed up once for all with due provision for repairs. The water cess so collected per year should not exceed the amount of expense per year. Rents may also include the water cess.

V. (a) All the estates should be soon surveyed and a permanent record of rights maintained compulsorily. Without survey the tenants are experiencing all sorts of misfortunes. Whenever the landlord is displeased he would say, the patta with rack-renting shows a lesser area and threatens with proceedings for enhancement of rents. The tenant will be afraid and thus coerced to appease the landlord. If a tenant feels he can't pay the heavy rate of rent, he would find that his patta gives inaccurate area. Thus, what is gained in rate is lost in extent. Non-surveyed zamindari villages are the breeding ground for all sorts of litigation.

(b) Though the landlords made a good deal of profits, due to the absence of survey and record of rights, it is unjust to ask them to bear the whole burden. The landholder should bear three-fourths of the cost and the tenant should bear one-fourth. The State should help both these people by lending the necessary funds or effecting the operations by itself and recover the amount from both as per their shares.

VI. It is illegal for any landholder to demand any levies customary or otherwise from ryots in addition to the rent. As the tenant labours and pays the rents agreed upon, it is unjust to burden him with any other thing touching his pocket.

VII. (a) Previously, the tenants were having natural facilities in the matter of grazing their cattle, collection of green manure, or wood for agricultural implements. The landholders were making large profits from pasturage fields and forests and hills by leases and fines. In these days of speedy transport, the general tendency would be for personal aggrandisement and profiteering. The weak will not have the same advantage in village commons or common forests or hills. There must be control for equal distribution according to the needs of the several tenants. At present, it is better to grant licences for each village user, to the whole village. The village will take lease for an unalterable term, and divide the fees payable among the villagers. Or the village munsif should be directed to collect a nominal fee from each villager according to the extent of his land. Though it is desirable to throw open these pasturage grounds and forests and hills for supply of manure, pasture, fuel, etc., we should see that, the more greedy would not make a profit to the detriment of the weaker by making it an opportunity for aggrandisement. If the State declares itself owner of all uncultivated lands and leases on nominal fees all evils can easily be cured.

(b) The tenants had some rights to use banjars, hill and forest porambokes. These were the common grounds in days when there were no easy means of transport. But when the means of communication were improved, and when the zamindars had more voice in the Government, the rights of the tenants were usurped. As the zamindars were only farmers of revenue, it is hard to conceive any right for them in non-agricultural lands. It is a fiction of law to exclude non-agricultural lands from the assets of the zamindari at the time of the settlement of the peshkash payable to the State. It is another fiction of law to give power to the zamindar to enable him to charge nazarana or premium when he lets out any banjar to a tenant, who will have to invest a good lot of money to reclaim it. It is sufficient consideration for the zamindar if he is allowed to collect fair rents for new lands reclaimed. He loses nothing if a land is reclaimed. On the other hand, he makes a profit. Sometimes officials also deceived the tenants to reclaim the banjars to collect premiums and fines, and ingratiate themselves to their zamindars. It is reclamation by tenant that enables the zamindars to increase their annual incomes several times.

VIII. (a) Where a village is reported to have no channels to feed its lands, an expert committee must decide whether that village has got sufficient number of tanks, and whether those tanks have not fallen into repairs. The deficiency of the tanks should be made up. Proper repairs should be effected. Thereafter, as in Government taluks, annual statistics should be taken and if any deficiency in water-supply is detected, water sources must be increased. Where it is not possible, some of the wet lands should be ordered to be converted into dry lands. To supervise the water resources, in the zamindari area, the Government should appoint sufficient number of overseers to be styled 'irrigation overseers' with frequent transfers in the same taluk and with strict supervision over them by the Superior Engineers.

(b) According to me, the landholder should be divested of all rights and liabilities for irrigation works. If it is not possible in its entirety for the Government to take over all the irrigation works, it is far better to divest the zamindars of their rights over big works. If even this is not possible then all rights for undertaking repairs and maintenance of all irrigation works in proper order at least should be vested in the Provincial Government, whenever the landholder fails to take proper steps. Unless, that is done, the landholders will neglect total village works due to spite over their tenants.

(c) The power to effect necessary repairs should be vested in the Government to be applied *suo motu*, and also on application. If that is left to application, the landholder can get it dismissed with his powers.

IX. Annual jamabandis as in ryotwari areas will be quite beneficial to the tenants in the estates. They will afford a forum for ventilating the grievances of the villagers.

X. The legal status of the under-tenants should be that of tenants from year to year. They should be protected from rack-renting. They should not pay more than two times the rent payable by his lessor to the zamindar. He should be only a tenant of the pattadar with no connexion with the zamindar. The zamindar should have no right to attach or distrain the crops in the possession of the under-tenant. The zamindar should not implead the under-tenant in any suit between himself and his tenant. The Transfer of Property Act should govern the ryots and their under-tenants.

XI. (a) The Board of Revenue should not continue to be the final authority in proceedings between landlords and their tenants. There need be no special tribunal either. In the Board of Revenue, not to speak of the absence of judges, with the best of judicial training, the best legal talent cannot be availed of. It is not possible to take the best advocate to the Board of Revenue office. On account of it not being part of the High Court buildings, cases feebly argued or argued by mediocre ability in the Board of Revenue have brought mistakes in some of the judgments. There is no chance of the mistakes being rectified. The chance is the other way. The latter judgments following the previous judgments would perpetuate the mistakes. It is better, therefore, to divest the Board of Revenue of this jurisdiction. It is also not good to establish special tribunals. The suitors will have to go long distances. They can't also afford to have the best legal assistance in a far off itinerant court.

(b) All actions and proceedings should be taken in the civil court, between landlords and their tenants. The parties need not roam about the division after the Subdivisional Magistrates, who would feel more at home with the clerks' notes, than with the arguments, of a legally trained vakil. The tenant will be always at a disadvantage in a revenue court, for he has to take his witnesses and go to strange places and put up sometimes under the shade of trees in all sorts of seasons. The zamindar will file a batch of suits and send a single vakil, with a single set of witnesses to give evidence for every batch of suits. For the presiding officer of a revenue court, it will be often difficult to displease the Diwan of an estate who would be equal, if not superior to him, and give justice always

to the poor tenant. If the rent suits are also transferred to the civil courts much of the harm can be avoided. Though the Diwans try to make all sorts of mischiefs with the lower civil courts, yet on account of the presence of a greater number of vakils and people in attendance, some mischief can be avoided. If the Government establish the civil courts in Government or non-zamindari villages or in bigger towns the estates and their higher officials cannot influence any officer. After declaring the civil court to be the forum, the provisions with regard to appeals in the Code of Civil Procedure may be applied.

XII. (a) The zamindar must be entitled to collect a fair rent only after proof in respect of unauthorized occupation of lands by the ryots. What was not yielding any income, would yield extra income in the shape of rent. The landlord should go to the civil court for establishing his case of occupation and get the rate fixed up if it is not adjusted outside. The civil court would determine the rate of rent having regard to the rates for the neighbouring lands.

(b) The inamdars are put to a good lot of litigation, due to suits by zamindars for recovery of jodi, porupu, and kattubadi on the principle of joint and several liability. It may be declared that there is no joint and several liability between the several owners of inams. The zamindar with his b.g staff can easily know the liabilities of the several inamdars and collect their several amounts. The inamdars if they are allowed to pay their individual liability will pay without suit and costs. All suits by zamindars should precede a notice to the inamdars to pay, so as to entitle the zamindars to costs of suits. If it is not possible to ask the zamindars to collect from the individuals their separate shares of kattubadi, the Government should collect it directly from the inamdars. Much litigation—kattubadi and contribution suits with their off suits—will be avoided.

T. V. SUBBA RAO,  
*Pleader and Secretary.*

**Memorandum by M.R.Ry. Rao Bahadur C. V. S. Narasimha Raju  
Garu, B.A., B.L., Vizagapatam.**

The questionnaire was issued without any reference to the provisions of the Madras Estates Land Act. It is not known whether it is the intention of the committee to repeal the said Act or to amend the same. When the intention of the committee is to amend the Act, one would expect the questionnaire to be framed having regard to the sections intended to be amended. The terms tenant and landlord were used in the questionnaire and their meaning is not clear. In the Estates Land Act, they were used with reference to tenancies at will and landowners, respectively (vide sections 106 and 158). Any how, it is proposed to answer the questionnaire on the basis that the term tenant is used for ryot and landlord for landholder as defined in the Estates Land Act.

I. (a) The information called for in this question seems to be more of an academical importance rather than of practical utility as the relationship between the zamindar and the ryot with respect to the land in the occupation of the latter was settled since the time of the permanent settlement by Regulations, Acts and decisions of courts.

The relation between the zamindar and the ryot may be described as one of co-partnership and not that of landlord and tenant. The ownership of land is jointly vested in the landholder and the ryot. The property in the land is vested not in the landholder alone but in the ryot also. Land is owned in common by the landholder and the ryot; no doubt the rights of the one are circumscribed by the rights of the other, and one cannot deal absolutely with the land so as to destroy the rights of the other. This position of the landholder and the ryot was traced to be in existence during the times of the ancient Hindu kings and the Muhammadan rulers and was recognized by the British Government. The Board of Revenue in their proceedings of 2nd December 1864, No. 1743, stated as follows:—

“That in the earliest of times of which we have record the right of the State to a share in the produce of the land was limited, and that this limit was such as to leave a sufficient margin, for the growth of valuable property in the land appertaining to the occupant, whose right to retain possession on payment of the limited share was inviolable and hereditary. A fixed limit was equally maintained by the Muhammadan conquerors. The origin of the zamindar's office was comparatively a modern one, and whatever be its origin, the zamindars derived their rights from the State, which could not confer more than what it had possessed and exercised.”

“The Governor-General in Council on this occasion distinctly informed the Madras Government that the acknowledgment of proprietary right in zamindars existing or those to be created, was not to be allowed in any respect to effect the rights of the ryots . . .” (fifth report, page 110).

The doubt created by the use of the words "the proprietary right of the soil shall become vested in the zamindars or the other proprietors of land" in section 2 of Regulation XXV of 1802 and in clause 2 of the Permanent Settlement Sanad was removed by clause 2 of Regulation IV of 1822 which runs as follows:—

"It is hereby declared that the provisions of Regulation XXV of 1802 were not meant to define, limit, infringe or destroy the actual rights of any landholders or tenants . . . ."

20 *Madras*, 299.—"It may, perhaps, be asked what is the nature of the holding of persons in the position of the defendant in the lands they hold, if they are not tenants from year to year. There can be no hesitation in replying to this question that in essence there is no difference between ryot holding lands in a zamindari village and one holding lands in a Government village (Arbuthnot's 'Selections from the Minutes of Sir Thomas Munro', Volume 1, page 254), and like the latter ryot the former ryot, in the absence of proof of contract or of special or local usage to the contrary, is entitled to occupy his lands so long as he pays what is due, and if he should commit any default in this or other respect, until he is evicted by the processes provided by law."

26 *Madras*, page 252.—"In Venkata Narasimha Nayudu v. Dandamudi Kotayya, it was also pointed out that the interest in the land was divided into the two main heads of the kudivaram interest and the melvaram interest and that the holder of the kudivaram right, far from being tenant of the holder of the melvaram right, is really a co-owner with him. The kudivaram right originated in priority of effective occupation and beneficial use of the soil, and the claim of Government and the assignees of Government was always, in these parts, to a share in the produce raised by the ryots."

(b) The interest of the ryot in the land is an occupancy right which is saleable and hereditary and the said right is to be enjoyed by him, and his heirs and assignees without materially impairing the value of the holding for agricultural purpose and the landholder is generally entitled to the minerals under the surface. (Vide sections 7 and 186, clause 2 of the Estates Land Act.)

II. (a) It was laid down in section 27 of the Estates Land Act, that when question arises as to the amount of rent payable by a ryot it shall be presumed, until the contrary is shown, that the ryot held at the same rate as in the last preceding revenue year and under section 28, it was laid down as follows:—

"In all proceedings under this Act the rent or rate of rent for the time being lawfully payable by ryot shall be presumed to be fair and equitable until the contrary is proved."

When these sections were taken up for consideration by the Madras Legislative Council in 1908, there were no amendments proposed (to clauses 23 and 24 of the Bill which were numbered as sections 27 and 28 of the Act) by any representative in the Council and they were passed without any discussion. This shows that the principles contained in these two sections were accepted by the representatives of zamindars and ryots. It is not known why this question which was once unanimously accepted should now be raised. The following are the decisions under the Estates Land Act on the question of fair and equitable rent:—

In A.I.R., 1926, Madras, 480 "A Revenue officer acting under Chapter XI should take into consideration the existing rate of rent, the rise in prices, the time when the ryot was last settled and the present state of things as regards irrigation and other circumstances which would enable him to settle what is a fair and equitable rent."

"Whatever may be the rate of rent, if he considers that is not fair and equitable he is entitled to alter it and in doing so he is not bound by the rule in the section that the increase is more than two annas in the rupee."

In A.I.R., 1928, Madras, 173, it was laid down that one method of fixing the amount of rent was to ascertain the rate prevailing for similar lands with similar advantages in the neighbourhood and such a principle may well be applied to a suit for rent against a ryot when the rent is not already known or fixed.

Section 25 of the Estates Land Act says that in the case of a ryot admitted into possession after the Act the rate shall not exceed the rate for similar lands with similar advantages in the neighbourhood and when this is not ascertainable, the Collector shall fix fair and equitable rent.

(1) In this connexion, it is desirable to study (1) the rate prevailing before and at the time of permanent settlement; (2) the lines on which the permanent settlement was affected; and also (3) the principles laid down by the legislature from time to time for fixing fair and equitable rent.

(2) The prevailing rate previous to the permanent settlement in the districts of Vizagapatam and Godavari were given in the respective district manuals and gazetteers.

(a) *Vizagapatam District Manual* (page 203).—"The value of the crop was estimated just before harvest, and the Government share was received in specie, one-third of the paddy crop being allowed to the fixed inhabitants; two-fifths to strangers, and one-half to Telingas (Telagas) and those who cultivated dry grains. Previous however to dividing the shares, one rupee per garce upon the whole was collected by renter, whose duty was to keep in repairs the tanks and channels; a duty which he habitually evaded."

(b) *Page 205—Quoted from Sir Thomas Munro's minutes, paragraphs 23 and 25.*—"Under the old Hindu Government, they paid half of the produce in kind, but after the Muhammadan conquest, the zamindars employed in the management of the country imposed a sist or fixed assessment on the lands, to which extra assessments were afterwards added, by which the share of the ryots was reduced, nominally to one-third and actually to one-fifth of the gross produce in rice fields, which formed the chief cultivation of the country; in dry grain cultivation, the shares of the ryots and the Government are equal. These were the shares which were prevailing in the Chicacole Circars. In the more Southern Circars of Rajahmundry and Ellore, the ryots' share there was higher. It was in rice lands 40, 50 and 60 per cent but he did not actually receive more than one-fourth or fifth; in dry grains it was one-half. More favourable rates were allowed to certain privileged castes and to strangers than to the fixed ryots. The rents were paid in money. The sist was a fixed sum. The extra assessments were usually regulated by the price of the grain, or both by the price and the estimated quantity. The committee described the revenue system, then followed in the Circars as differing very little from that which had existed under the Muhammadan Government. The principal alteration consisted in the practice, in many places, of regulating both the sist and extra assessments by an estimate and valuation of the crop; but as the share allowed to the ryots was still the same, the change was perhaps, on the whole, rather unfavourable to him. "The Committee recommended the abolition of the sist and extra assessments, the revival of an annual estimate and valuation of the crops; that the ryots should have one-third of the produce in the best rice fields, two-fifths in ordinary and half in poor and dry lands."

(c) The following passage at page 165 in the Vizagapatam District Gazetteer may be noted. The Committee of Circuit says that these zamindars eventually... . . . . . "Set aside the former usage and, after ascertaining by measurement the quantity of the arable land, imposed a fixed rate of Rs. 10 per garce called sist, the payment of which was to entitle the labourer to the unrestricted disposal of the whole crop. This alteration, favourable as at first sight, it may appear to the inhabitant, was established solely for the convenience and profit of the zamindar, as it enabled him to take one kist of the collection in advance, and served as foundation whereon to calculate any further assessments. Soon after, when the land was supposed to be improved, the malavati was then added at the rate of hundred and hundred and fifty per cent on the sist and thenceforward considered as a fixed payment. The nazar which is taken in plentiful years, is an exaction not fixed, but generally at the rate of 50 per cent on the sist.....The assessments reduced the labourers' share to one-third of the produce."

(d) *Page 170.*—Mr. Robert Alexander who carved the Kasimkota and Vizagapatam Havalies into seventeen proprietary estates stated that the land revenue was collected in three forms sist, bilmukta and bhagam. The sist was nominal sum entered in the patta; and when the crop was nearly ripe, it was valued by the Circars' servants and an enhancement called malavati and calculated on the condition of the crop was added to the sist. This was often most unjustly assessed and sometimes actually exceeded the whole value of the crop. The bilmukta was a fixed money rent, levied for the most part on high-level land . . . . Most of the land was assessed on the bhagam or sharing system. The share taken by the Government varied—Rajputs, etc.....were allowed half a share of the crop; but the ordinary ryots only received a third.

(a) The following extracts from the proceedings of the Committee of Circuit in the Vizagapatam and Chicacole districts may be perused.

*Page 16.*—"The crops were valued every year and were formerly equally divided between the Government and the labourers, but at present the former secures half to himself." (This is regarding Kurapam.) "Formerly the inhabitants' share was half, but the introduction of sist and malavati has lowered it to one-third." (This is regarding Belgaum.)

*Page 23.*—"In paddy lands, the crops were valued, the labourers' share depending on the quality of the soil. Those watered by labour retaining one-half, flooded grounds under tanks one-third of the harvest. The Government share is taken chiefly and entirely in kind." Kimidi.

(d) *Page 27.*—"The proportion or shares allotted to the inhabitants are on lands that are best watered from cheruvus and channels, from rivers 10 putties in the garce of the paddy (or one-third of the produce) from other lands where water is not so easily to be had, and the ground not so very fertile, the inhabitants are allowed 12 putties in the garce (or two-fifths of the produce); that in small grain lands which is usually settled by bilmukta which mode is most to the renter's advantage, the inhabitants should be allowed 15 putties in the garce or half of the produce."

(e) *Page 29.*—"The proportions of the crops from the best ideas we can from that would give the inhabitants' satisfaction is third of the produce of paddy, in the best lands and two-fifths in others and one-half of other grain and all the straw, the grain to be trodden out and the . . . measured, their share delivered to them without any obligation to take Government proportion to be delivered from all the new exactions and particularly from the tax under the denomination of cutcherry charges which obliges them often to furnish the bullock carts, coolies pay and batta to peons and renter's servants."

19. *Godavari District Gazetteer.*—A similar description regarding Godavari district is to be found in Chapter XI beginning at page 160.

20. (a) Mr. N. Webb reported regarding Vizianagram Zamindari for its settlement as follows:—

(b) *Paragraph 16.*—"In calculating the quantum of future benefit to the zamindari derivable from this source (unoccupied relinquished lands) it will be requisite in the first place to make a reduction of one-half of the quantity grown, to answer to a corresponding proportion which the ryot receives for his share of the species of produce, in ordinary lands of which quality the whole of the uncultivated jirayati ground may be considered."

(c) *Paragraph 17.*—"Deducting a like manner one-half of the quantity of dry grain ground to answer to the inhabitants share . . ."

21. The following observations regarding the share of the state in the Madras Province in general may also be noted.

(1) *Fifth report, Volume III, Appendix No. 13.*—Letter of Mr. Grant, page 31 of the new print. During the Muhammadan period. "Agreeable to this mode, it was ordained, that the great natural productions in all sorts of grate and pulse, depending on the periodical rains and reared in either of the two seasons Khorlee or Rubhi being wholly ascertained and estimated on the spot by the mokum or skilful appointed appraisers, should be equally divided, share and shore alike between Government and its ryot or husbandman . . ." Instructions issued to the Collectors for carrying out permanent settlement.

(2) "Though the cultivating ryots have right of occupancy as long as they cultivate . . . and give to the Circar or proprietors whether in money or kind the accustomed portion of the produce . . ."

(3) *Baden Powell on land tenures was page 36.*—As to the method employed in assessing the lands when surveyed it was assessed that the Government share was about half the produce of punja and three-fifths of nanja or wet."

(4) Mr. Shore sketched the origin of exactions and it was given in the B.P. No. 7743, dated 2nd December 1864.

*Page 24.*—"But the Abwab Subahdry or viceregal imposts, had a contrary tendency, for they have enhanced the rates. They were in general levied upon the standard assessment in certain proportions to its amount, and the zamindars who paid them were authorized to collect them from the ryots in the same proportions to their respective quotes of rent." Impositions under various denomination and to a considerable amount, had been levied from the ryots beyond the tumur or standard assessment. In many places they had been consolidated with the asul, and a new standard had been assumed as the basis of succeeding impositions. Hence an idea was naturally entertained that the actual receipts from the country exceeded in a very great degree the demands of the state, and the Nizams, considering the impositions levied upon the ryots as a fund of emoluments enjoyed by the zamindar and inferior agents, determined that they were entitled to exact a proportion to themselves."

(5) *Taxation Committee Report, pages 41 to 45.*

(a) *Paragraph 23.*—“ In the early days of Muhammadan administration, the State share of the gross produce demanded by the Hindu kings was converted into..... tribute payable on land in countries under Muhammadan rule though the share taken was greater than before.”

(b) “ The third and the most famous settlement was that of Todar Mal during the reign of Akbar——. The Government share which was fixed at one-third of the gross produce was commuted into money with reference to the prices of the previous 19 years. As the authority of the Central Government declined, a number of imposts known as abwabs were added by the provincial rulers. Sir John Shores calculated that the abwabs imposed by Jaffarkhan..... amounted to 33 per cent upon the standard assessment in 1658 and the imposts of zamindars upon the ryots to more than 50 per cent of the same.”

(1) The instructions given by the Board of Revenue to the District Collectors in its letter, dated 15th October 1799, are to be found at pages 169 and 170 of the Vizagapatam District Gazetteer. In calculating the peshkash the statistics of gross revenue given by Circuit Committee were to be taken as the general standard, and after deducting from these the receipts from the land customs, abkari and salt (which were thence forward to be taken under Government administration) and excluding all inams except those enjoyed by the village establishments and all allowances made for the upkeep of the police, the demand was to be fixed at not less than two-thirds (taking all the estates together) of the remainder..... In the case of the haveli land, the Circuit Committee's figures of revenue were also to be checked by a comparison with the actual collections of the preceding 13 years, and in addition such factors as the quality of irrigation in the new estates and their proximity to the markets at the ports and towns were to be taken into consideration.

(2) The following extracts from the general conditions of sale of the estates in the jaghir formed at the time of the permanent settlement in May 1802, may be perused in order to learn as to what was assigned to the proprietors :—

*Paragraph 18.*—“ All purchasers of land succeed to the signioral right which Government exercised in their capacity of general landlord; but in order to prevent abuse of exercise of the right, Government will frame regulations for the protection of the rights, prescriptions, immunities and customary advantages of the lower class of people. In order, however, to prevent litigations on the part of the inhabitants, it is declared to all purchasers of land that the inhabitants of the jaghir are not considered entitled to higher rate of waram than that inserted in the dowle for fasli 1210, nor is the purchaser entitled to higher division of produce as succeeding to the rights of Government than the rate therein specified as the Government share.”

*Paragraph 19.*—“ It is hereby declared to all purchasers of land that their rights in regard to punja teerva and to backwards are defined in the dowle of fasli 1210, and that they are entitled to collect the revenue of Government as the substituted possessor of the land at the rates inserted in the dowle.”

*Paragraph 20.*—“ All purchasers of land are entitled to collect the rockadayam or ready money collections, at the rate inserted in the dowle of fasli 1210, with the exception of the ready money payment fixed at the rate of 1 pagoda per cawni on topes of fruit trees. This rate, Government has been pleased to abolish, and to recur to the *usual mode* of a division of produce. It is therefore, hereby declared to all purchasers of land that they are entitled to divide with the inhabitants the produce of all fruit trees heretofore paying a revenue to Government equally, or share and share alike. From this general rate of equal division, however, the fruit of tamarind trees is excepted. The purchasers of land shall be entitled to receive, as the constituted proprietor of the land, three quarters of the produce of all tamarind trees heretofore, paying a revenue to Government, and shall be at liberty to make such agreement or commutation with inhabitants as best may suit their mutual interests.”

Government share of gross produce on the commuted value thereof at the time of the permanent settlement was very high and the high gross receipts resulting from these high rates formed the basis for fixing the gross assets of the zamindaris and the peshkash was fixed thereon at two-thirds in the case of the zamindaris and at 90 per cent in the case of proprietary estates. From this it is further clear that by the permanent settlement on the average, the Government received as peshkash more than 60 per cent of the gross produce, in the case of proprietary estates and 44 per cent in zamindaris while the ryot was allowed to retain about 30 per cent of the gross produce in both the cases and the zamindar about 22 per cent and the renter 6 per cent of the gross produce.



Mr. F. G. Russell, the Collector of Masulipatam, writing in 1819, estimates the average profit of cultivation made by the ryots in the zamindari villages in Kistna delta.

	RS. A. P.
Value of gross produce ... ..	160 0 0
	RS. A. P.
Government assessment ... ..	80 0 0
Darbar charges and other charges ... ..	27 3 0
Expenses of cultivation ... ..	42 8 0
Ryots profits .. ..	10 5 0
Total ...	160 0 0

(a) Sir Thomas Munro in his famous minute of 1124 on "The conditions of this Country" described the condition of the ryots in zamindaris in the Northern Circars as follows:—

- "(1) When these districts came into our possession, one part of them was in the hands of zamindars and the most valuable part was in the hands of the Government, and has since, by the permanent settlement, been made over to new zamindars of our creation.
- (2) As in those provinces no *fixed assessment* has been introduced, nor the rights of the ryots been defined, the ryots can never become landholders nor their lands acquire such a value as to make them saleable. It may be said that they have a right to be assessed *only according to ancient usage*, and that this right will secure them from undue exaction, and give them the same facilities as the ryots of the Government districts of rendering their land a valuable property; but many causes combined to prevent this. The ancient usage was different in every little district or even village. It is not recorded or defined, and is very little known to us. It is, I believe, in the Northern Circars very generally so high as to leave the ryot no more than the bare recompense of his labour and stock and thus to preclude his ever obtaining any portion of landlord's rent."

While the proposed legislation of 1865 (Act VIII of 1865, the Rent Recovery Act) was under consideration of the Madras Legislative Council, Mr. Charmical, the Collector of Vizagapatam (who wrote the District Manual) brought to the notice of the Board of Revenue, a decision which had been passed by Mr. Colett, the District Judge, and which raised very important questions regarding the right of the zamindar to enhance the rents payable by his ryots. The Collector reported (page 119, paragraph 12 of the Manual), that "If it is the opinion of the Madras Legislature, that the Madras zamindars are little more than farmers and assignees of the land revenue, it must act up to its opinion by repealing Regulation IV of 1822. Surely, what the ryot now pays and had cheerfully paid, perhaps, for years, may be accepted as equitable rent. Who is to discover the various agreements and conditions under which the rent has gone up since the year 1802."

The Board of Revenue brought this to the notice of the Select Committee of the Legislative Council which was considering the Bill which subsequently became Act VIII of 1865, in their proceedings No. 7743, dated 2nd December 1864, with the conclusions arrived at by them on the whole question (Volume V, Revenue Records, page 120).

The Select Committee on the Bill was of opinion that the main principles on which disputes regarding rent should be decided should be clearly laid down as follows and any other course would lead to great confusion and wrong (V. Revenue Record, page 117):—

- (1) Ryots who hold in their own right hereditarily or by custom of the country, at a fixed or established rent, are to be protected in their occupancy.
- (2) A division of the crop between the landholder and the tenant formed the ancient basis of rent and local rate of this division is to be referred to in cases of dispute, when other means of settling the rate of rent to the satisfaction of both parties proved unsuccessful.
- (3) Landholders may arrange their own terms for rent in the case of unoccupied lands.
- (4) Voluntary engagements regarding rent which have been made between the landholder and the tenant *should be respected*.

Section 11 of the Act VIII of 1865 runs as follows:—

In the decision of suits involving disputes regarding rates of rent which may be brought before the Collectors under sections 8, 9 and 10, the following rules shall be observed:—

- (1) All contracts for rent, express or implied shall be enforced.



- (2) In the districts or villages which have been surveyed by the British Government previous to 1st January 1859, and in which a money assessment has been fixed on the fields, such assessments is to be considered the proper rent when no contract for rent, express, or implied exists.
- (3) When no express or implied contract has been made between the landholder and tenant, and when no money assessment has been so fixed on the fields the rate of rent shall be determined according to local usage, and when such usage is not clearly established then according to the rates established or paid for neighbouring lands of similar description and quality; provided that, if either party be dissatisfied with the rates so determined, he may claim that the rent be discharged in kind according to the *varam*, that is, according to the established rate of the village for dividing the crop between the Government or the landlord and the cultivator. When the *varam* cannot be ascertained, such rates shall be decreed as may appear just to the Collector after ascertaining if any increase in the value of the produce or in the productive power of the land has taken place otherwise by the agency or at the expense of the ryot.
- (4) In the case of immemorial waste land and of lands left unoccupied either through default or voluntary resignation, it shall be lawful for landholders to arrange their own terms of rent; provided that nothing in this rule shall be held to affect any special rights which by law, or usage having the force of law, are held by any class of person in such waste or unoccupied lands.

Provided always that nothing herein contained shall effect the right of any such landholder to raise the rent upon any of his lands in consequence of additional value imparted to them by any work of irrigation or other improvement executed at his own expense or where additional value having been imparted to any, his lands, by any work of irrigation or other improvement executed at the expenses of Government, he has been required to make an additional payment to Government in consequence of such last mentioned additional value or work of irrigation or other improvement. But in either case the sanction of the Collector as to the amount of additional rent shall be obtained by the landholder previous to his raising such rent upon his said lands or any of them (Madras Act II of 1871, and Madras Act III of 1890). Provided also, that no pattas which may have been granted by any such landholder at rates lower than the rates payable upon such lands or upon neighbouring lands of similar quality and description shall be binding upon his successor unless such pattas shall have been bona fide granted for the erection of dwelling houses, factories or other permanent buildings, or for the purpose of clearing and bringing waste land into cultivation, or for the purpose of making any permanent improvement thereon, and unless the tenant shall have substantially performed the conditions upon which such lower rates of assessment were allowed.

Two important points in this section will have to be examined—

(a) The Act was passed in the year 1865, but in rule 2, it was said that the rent should be fixed on the basis of assessment fixed on the fields surveyed by the British Government previous to 1859.

What is the reason for adopting the rates that were in existence previous to 1859 as the basis and not rates of 1865?

Page 37 of Baden Powell on land tenures. "In all the ryotwari attempts, the Government revenue was taken as a certain share of the gross produce valued at fair rates" . . . "But those were very high indeed till in 1855-58, a general and systematic survey and revision was ordered and the modern order of things began."

Maclean's administration, standing information—

(i) Page 149.—"A revision of the land assessment of the Madras Presidency was undertaken in 1858 by Mr. Newill who was then appointed Director of Revenue Settlements."

(ii) Pages 102 and 103.—"At the commencement of the ryotwari settlement the tax was determined in a somewhat rough and ready manner which left many anomalies and inequalities to be afterwards rectified. The worst of these have been amended from time to time and at the present time there is a Survey department, which determines the exact area of villages and subdivisions of villages (*Kandams*) and fields, and Settlement department which calculates the rate of assessment for each in accordance with half-net principles."

From these passages, it is clear that even in a ryotwari village, the half-net system was introduced subsequent to 1858 and that the legislature while enacting in 1865, did not want to introduce the half-net principle in the *zamin* villages in fixing fair and

equitable rent but to continue the principle of taking a definite share of gross produce, as it existed in Government villages previous to 1859—a principle that was in force at the time of permanent settlement. What was assigned by the permanent settlement was the right to collect rent levied or leviabie at the rates that were in existence at that time—the levy being in any case not less than one-half of the gross produce.

In rule 3, two principles were enunciated :—

- (1) Express or implied contracts for rent should be respected.
- (2) When no express or implied contract, local usages should prevail, but when usage cannot be ascertained or agreed to by the parties varam and when varam cannot be ascertained the Collector shall fix fair and equitable rent having regard to (i) increase in the value of produce, (ii) in the productive power of the land.

The East India Company being in need of money for the wars in which they were entangled and the Court of Directors always being anxious to pay high dividends to the shareholders and finding that the zamindari system costs them the least for the collection of the land revenue farmed the zamindaris with at a very high peshkash and did not care at all for the prosperity of the cultivating ryots.

The provisions of law and the decisions of courts which reflected the ideas of traditional revenue history and policy regarding the rates of rents may now be examined.

Twelfth paragraph of the permanent sanad and section 14 of Regulation XXV of 1802 seen as follows :—

Sanad " You shall enter into engagements with your ryots either for a rent in money or in kind . . . ."

Regulation, section 14, " Zamindar or landholder shall enter into engagements with their ryots for a rent, either in money or in kind."

In this connection (a) the following passage in the minute of Mr. C. N. Write given as Appendix 14 in Volume III of the fifth report, new print, page 129, may be noted :—

" upon one point—as security to the great body of people—to require their giving fixed leases to the ryots—specifying the proportion of the revenue or the shares of the crops which the cultivators of every dominion are to receive—free of all super added demands or claims whatever which should be duly registered," and

(b) the following passage in paragraph 5 of the report referred to supra, of Mr. N. Webb, may also be noted :—

" and opposed as he will henceforward be by the severity of just laws in any attempt to infringe the produce, which established usage has assigned to the ryot as a reward of his labour in the jirayati lands or to exceed the settled demand upon those alienated."

Previous to the permanent settlement, Government or zamindar used to receive rent in money or kind or both and used to change the same from time to time and the same right is continued in favour of the zamindar by the abovementioned term in the sanad and also section. By this provision, the right to increase rent on account of increase of value of produce is provided for the benefit of the landholder. In this connexion it may be noted that permanent settlement instructions directed the Collectors to take into consideration the proximity to the markets at the ports and towns.

Regulation XXVIII of 1802, section 17, " his rent being paid as engaged for or determinable by local rates and usage when there may be no specific engagement." By this the contract between the landholder and the ryot is to be respected and when there was no contract the usage and the local rates are to control.

*Regulation XXX of 1802—Section IV.*—Pattas and muchilkas may be of four kinds : first, for the rent of villages in gross sums of money; secondly, for division of the produce of the land; thirdly, for lands of which a money rent is assessed; fourthly, for lands charged with a grain rent. Pattas for lands on which a money rent is assessed shall in addition to the items described in clause 3, specify the rate of assessment on such lands, according to the land measure in use; and the rents on each description of land, or grain, as the usage may be.

From this section it is clear that " the rents to be paid, by whatever rule or custom they may be regulated to be specifically stated in the patta, which in every possible case shall claim the exact amount to be paid. In cases when the rate alone can be specified such as when rents are adjusted upon a measurement of the lands after cultivation or on a survey of the crop or when they are made payable in kind the rate and terms of payments and proportions of crop to be delivered with every condition shall be clearly specified."

*Section IX.*—Where disputes may arise respecting *rates of assessment* in money, or of division in kind, the rates shall be determined according to the rates prevailing in the cultivated lands in the year preceding the assessment of the permanent jumma on such lands or where those rates may not be ascertainable, according to the rates established for lands of the same description and quality as those, respecting which the dispute may arise.

This clause provides for the determination of rents in cases of dispute. When the rate as it existed at the time of permanent settlement could be found out it should be adopted; otherwise it should be determined having regard to the rate in the neighbourhood on similar lands. Compare this with section 6 of the Bengal Regulation IV of 1793, which runs as follows:—

“If a dispute shall arise . . . it shall be determined . . . according to the rates established in the purganna for lands of the description and quality as those respecting which the dispute may arise.”

*Regulation V of 1804—Section XIII.*—The assessment of lands, being the property of incapacitated persons shall be fixed in the same manner as the assessment of other lands. Regarding estates under Court of Wards, when a question arises, the question was to be settled by the Court of Wards, having regard to the rate of the lands in the neighbourhood.

*Regulation V of 1822—(a) Section VIII—Second.*—If the Collector on examination finds the rates of the patta tendered by the proprietor or farmer to be just and correct, the underfarmer or ryot shall be ejected under the Collector's orders unless he assents to the terms; but if the rate shall exceed the just rate prescribed, an order shall be issued by the Collector to the proprietor or farmer prohibiting the ejection and requiring the issue of patta within one month from the delivery of the order to him, under penalty for delay as provided in section VIII, Regulation 30 of 1802. This only means that the rates shall be lawful as per provisions, Regulation XXX of 1802.

(b) *Section XV.*—The Collector shall have authority to refer all disputes respecting arrears of rent or revenue, or respecting rates of assessment in money or kind, or of division in kind, as well as all questions of the right of occupancy or possession of lands or crops, which may be brought before him under this Regulation, to a district or village panchayat for decision; provided both parties agree to that mode of settlement.

From the sections of the Regulations quoted above, it is clear that rent was paid at the time of permanent settlement in one of three modes—

- (1) Payment in money.
- (2) Payment of a definite share of the gross produce.
- (3) Payment of a definite share of the gross produce. When payment was made in one of the last two methods the proprietor was always getting his share of the increased value of the produce. In the case of payment in money the first method. it may be—
  - (1) a fixed assessment in money; or
  - (2) payment in money in lieu of grain in which the amount would be varying having regard to the value of the produce. This view is supported by the varying amounts paid under malvati which was fixed every year having regard to the value of the produce and the fullness of the crop and it may further be noted that the malvati varied on account of this variation from 100 per cent to 150 per cent of the cist. It is only in the case of fixed money assessments the proprietor was not entitled to enhance the jama which was paid at the time of permanent settlement, but such cases are very rare. The permanent settlement accounts and the reports relating to the same clearly show that the other systems were in vogue and not the payment of fixed money rents.

The following decisions may be referred to comprehend the law relating to the rates of rents as interpreted by courts:—

(1) Extracts from Special Appeal Suit No. 15 of 1812 as given in B.F. No. 7743, dated 2nd December 1864—

“All the evidence taken regarding the assessment of the lands showed that it was not fixed, but derived from a division of the produce which must fluctuate with the season, and the commutation price.”

“When the rate shall be settled by a written agreement, the courts may be called upon to enforce it.”

"It was, therefore, adjudicated that the respondent was entitled to hold possession of the land in question on a patta defining the rate of revision of the produce, which rate, as prescribed by section 9. Regulation XXX of 1802, was to be determined according to the rates prevailing in the year preceding the assessment of the permanent jumma on those lands, or, if those rates were not ascertainable, according to the rates established for lands of the same description and quality."

(2) Paragraph 70 of B.P. No. 7743, dated 2nd December 1864, regarding the judgment of Mr. Collet, District Collector, Vizagapatam—

"He, however, indicates, at the close of his judgment, an inclination to the opinion that Regulation XXX of 1801, very probably did intend to limit the zamindars' demand to a fixed share in the crop and to customary fees in money, an opinion scarcely consistent with the views expressed in the earlier part of the judgment, but one that is nearly in accordance with the Board's views on the subject."

(3) 7, *Madras*, 365 (*F.B.*).—"Where a dispute arose as to the rates of assessment in money or of division in kind the Regulation provided that the rate should be determined according to the rates prevailing in the cultivated lands in the year preceding the assessment of permanent jama on such lands, or where such rates might not be ascertainable, according to the rates established for lands of the same description and quality as those respecting which the dispute arose. Except in the case of lands taken up for reclamation from waste, the Regulation made no express reference to the settlement of rates of rent by contract in the case of cultivating tenants. It implied, doubtless, that rents might be so settled where there was no dispute; but when a dispute arose it required that the rate should be determined by fixed standards where it was available namely the rates prevailing at the introduction of the permanent settlement and where these standards were not available, in reference to the established rates. The term established rates was ambiguous. It might have meant rates established by competition."

"In time, the cultivating class, either through apathy or ignorance of their rights, lost recollection of settlements, rates which in some places were necessarily reduced while the rates established by usage varied with the demand for the land and the prices of produce."

In section 11 of the Rent Act. "The legislature recognized that in the course of a half century the rights of landlords and tenants might have been considerably modified by contract and it was therefore enacted that on the occasion of dispute as to rates of rent, the Revenue Officer shall first enquire whether there exists contract for rent express or implied. Where contract exists, its terms ought to be enforced. Where its existence is not proved, the Revenue Officer is to adjust the dispute according to the pre-settlement rates where they can be ascertained, and where they cannot according to the established usage, and in the absence of satisfactory proof of local usage according to the rates paid for neighbouring lands of similar description or quality. When a decision is to be arrived at irrespectively of contract, and there has been no regular survey and settlement by the officers of Government either party is at liberty to collect rents in kind according to the varam or established rate in the village, or where this cannot be ascertained at such rates as may appear just to the Collector, account being taken of any increase in the value of the produce or in the productive power of the land . . ."

(4) 18, *Madras*, 216. "As regards the rent for which a patta should be tendered the Zilla Court and the Provincial Court held that it should be a money rent at the annual fixed beriz of star pagodas 60-6-16 which amount was assessed on the land in question and paid by the ryot to the Government in the year Raudri. (When the permanent settlement was made) but the Court of Sadar Adaulat set aside this decision observing that there was not a title of evidence to show that a right to a patta with money rent paid to Government in the year Raudri existed on the part of Ramaswamiayyan, that the evidence showed that the rent was not fixed, but was derived from a division of the produce which must fluctuate with the seasons and the commutation price, and that Ramaswamiayyan was only entitled to receive a patta defining the rate of division of the produce which rate was, as prescribed by section 9, Regulation 30 of 1802, to be determined according to the rates prevailing in the year preceding assessment of the permanent zama on those lands. This decision does not appear to us to support the proposition put forward by the Judge, that beriz paid

to the Government in the year in which the permanent settlement was made is the rent properly payable by the ryots to the zamindar. On the other hand it appears to be an authority against such proposition."

- (5) 21, Madras, 136. "The landlord would be entitled to vary the rates according to the cultivation only in cases where the variation in the crop was not the result of the improvements made by the tenant."  
 "Prior to that Act (Rent Act) zamindars some time collected an enhanced rent on garden crop raised with the aid of wells constructed by the tenants, and a usage under which a zamindar made such collections might not be unreasonable."
- (6) 20, Madras Law Journal, 596. [P.C.] "Section 11 of Act VIII of 1865 lays down the rules for deciding disputes as to the rates of rent. Clause III deals with the mode of determining the rate where no contract exists. It being found that there is no express or implied contract, the question must be decided in accordance with the rules contained in Clause III."
- (7) 21, Indian Cases, 136. "If the plaintiff was entitled to revert to the varam rate or claimed to revert to it and the higher rate was agreed to be paid in settlement of the claim, the contract would be supported by consideration".
- (8) Indian Cases, 1122. "Where varam could not be ascertained within the meaning of the section the Judge had jurisdiction to decree a 'just rent.'"
- (9) 2, Indian Cases, 614. "If there is no contract as to the rates of rent the courts must, in order to determine the rate, proceed to apply the rules contained in section 11 in the order given therein."
- (10) Indian Cases, 156 "In the absence of a contract for rent, express or implied, the plaintiff is entitled to demand varam, Clause 2 bearing no application in this case."

The Regulations, the Acts and the decisions referred to in the preceding paragraphs clearly laid down the principles for fixing rents in case of dispute and the same principles were embodied in Act I of 1908. The Estates Land Act with necessary modifications more in favour of the ryots. The aforesaid principles are enough for fixing fair and equitable rent.

The main principles are—

- (1) A definite share in any event of not less than 50 per cent of gross produce, that being the minimum rate that was in existence at the time of the permanent settlement,
- (2) the commutation value thereof,
- (3) the rents legally payable on 1st July 1908, and
- (4) in future cases rate of rent prevailing in the neighbouring zamindari lands similar to and having similar advantages and when this is not ascertainable the Collector will have to fix fair and equitable rent having regard to the traditional rates in the area.

II. (b) In my view the legislature need not lay down any hard and fast considerations for fixing a fair and equitable rent. The courts as courts of equity can be depended upon to take into consideration all the facts relevant to the case in fixing the same but if the legislature wants to lay down the considerations necessary I think what was laid down in section 11 of Act VIII of 1865 and in sections 25, 27 and 28 of Act I of 1908 may be enunciated as the points to be taken into consideration. In some cases there may be some difficulty in fixing the varam as contemplated by item (3) supra but if all the other principles are accepted the question of varam will arise only in the case of the assignment of relinquished and waste lands. In order to encourage extension of cultivation the legislature may fix it at not exceeding half the gross produce of staple dry grains. There is no use in fixing a low varam rate for waste lands because the zamindar in whom the right of assignment of waste lands vests may not assign the waste lands at all if he considers that the rent fixed is very low or may demand a high premium.

II. (c) There will not be any difficulty in defining on what principles remissions should be granted. The principles governing remissions in ryotwari areas may be adopted.

Section 18 of the Central Provinces Tenancy Act XI of 1898 may be adopted with suitable modifications if such a course is permissible under the terms of the Permanent Settlement Sanad.

"18 (1). Whenever from any cause the payment of the whole or any part of the land revenue payable in respect of any land is remitted or suspended, a Revenue Officer may, by general or special order, remit or suspend, as the case may be the payment of rent of that land to an amount which may bear the same proportion to the same proportion to the whole of the rent payable in respect of the land as the land revenue of which the

payment has been remitted or suspended amongst the tenants holding such land as may seem to him to be equitable, having regard to the effect on their holdings of the cause which has led to the remission or suspension of the land revenue;

Provided that, where the rent is taken by actual division of the produce, no portion of it shall be suspended under this section.

(2) An order passed under sub-section (1) shall not be contested by suit in any court.

(3) No suit shall lie for the recovery of any rent of which the payment has been remitted, or, during the period of suspension, of any rent of which the payment has been suspended, and, so long as a suit does not lie, such rent shall not be legally payable within the meaning of section 10.

(4) Where the payment of rent has been suspended, the period of suspension shall be excluded in the contemplation of the period of limitation prescribed for bringing a suit for the recovery of the rent.

(5) The provisions of this section relating to the remission and suspension of the payment of rent may be applied, as far as may be, to the land of which the land revenue has been wholly or in part released, compounded for or redeemed, the whole or any part of it might, in the opinion of the Revenue Officer, have been remitted or suspended.

(6) The provisions of this section relating to rent shall apply also, as far as may be, to revenue payable by mali-makbuzas, to revenue and malikanda payable by inferior proprietors, and to thika-jamas payable by thikadars of proprietary rights and the provisions of section 10 apply in case where revenue, malikana or thika-jam has been collected in contravention of this section."

Regulation 25, section 6, says that the remission of revenue which has occasionally been granted according to the custom of the country on account of draught, inundation or other calamity of the season shall cease and never be revived. A corresponding condition is to be found in the fifth clause of the Permanent Settlement Sanad granted by the Government to the zamindars.

When the zamindar is not to get any remission from the Government I do not think it will be reasonable to legislate that the zamindars should grant remission of rent to the ryots. If the Government is prepared to remit peshkash to the extent necessary for granting remissions to the ryots, the granting of remissions to the zamindari ryots becomes practicable and the amount of remission will have to be borne by the State entirely and if the landholder will have to contribute towards it the total amount of remission will have to be borne by the Government and landholder in the proportion of 2 : 1 in the case of zamindars and 9 : 1 in the case of proprietors. My own doubts are whether the provincial legislatures have got the power to impose the obligation of granting remissions to the ryots without providing any compensation to the zamindars.

Such a measure will materially alter the character of the permanent settlement. The principle of the permanent settlement is that the zamindar should retain a portion of the rent received by him from the ryots to maintain his position and status in life and pay the balance to the Government and this position was secured to him by the Permanent Settlement Sanad which is a solemn document entered into between the zamindar and the Government and the spirit of the document should never be violated.

(1) The following instructions issued to the Collectors for carrying out the permanent settlement may be noted :—

" To put the zamindar upon such respectable footing as to enable him with the greatest readiness to discharge the public demand to secure himself and family every necessary comfort and to have, besides, a surplus. "

In this connexion paragraph 6 of the letter of Mr. N. Webb, Collector of Vizagapatam, dated 10th June 1802, in his report regarding the permanent settlement of the Zamindaris of Vizagapatam district may be pursued. The division of the gross revenue in the proportion of 2 : 1 between the Government and the zamindars " had been recognized as a principle of partition, which combines a just attention to the respective claims of the zamindar proprietor to a suitable provision for himself and family . . . . "

II. (d) The rate of share of rent was not recorded carefully with respect to any village or group of villages as it existed at the time of Permanent Settlement. Of course we will be able to find out the rate or share of gross produce with respect to each estate or district in a general way. When the pre-settlement rate of share of gross ' produce for ' a particular area ' is fixed once for all there will be no hardship for the zamindar or the ryot. The zamindar is entitled to get out of the gross produce a definite share as it existed previous to the permanent settlement or the rent as it is at present and any legislation to affect either of those two principles may not be possible without granting

compensation to the zamindar. No legislative changes can be made so as to effect the zamindars prejudicially without payment of compensation to them. There are already provisions in the Estates Land Act enabling the courts or the officer to determine when a necessity arises what is a fair and equitable rent and there is enough material for the courts to fix fair and equitable rent and the question may be left as it is.

At this distance of time it practically becomes impossible

- (1) to fix the rate of rent regarding any holding as it stood at the permanent Settlement;
- (2) what was the original area that was under cultivation and what was the extended area;
- (3) whether it was relinquished by the original ryot and subsequently leased out by the zamindar; and
- (4) whether it was waste land at the time of permanent settlement and leased out by the zamindar subsequently. The safest thing is to take the rent as it existed on 1st July 1908 as a fair and equitable rent :

II. (b) Under the terms of the Permanent Settlement Sanad the Provincial Government cannot have any reserve power to revise, alter or reduce the rents on the ground they are inequitable. All the concerned Regulations and Acts provide for the settlement of the questions between the ryot and the zamindar by established courts. The courts are better suited and better equipped on account of their judicial training to arrive at right conclusions on all questions in general and on principles of equity in particular. In all countries and in all ages the field of the Government is politics and the function of courts is to administer justice and equity. All questions between the zamindar and the ryot are to be settled by established courts. In this connexion it is necessary to note the election manifesto of the Congress party to reduce rents and abolish rents on uneconomic holdings, which replaced the Karachi resolution to hold the scales justly between landholder and ryot.

III. (a) and (b). Collection of rent by the landholder.

Under the Estates Land Act the landholder can resort to any of the following three courses for the collection of his rent :—

- (1) A suit before the Collector.
- (2) Distraint and sale of movable property including standing crops.
- (3) Sale of ryot's holding.

There shall not be any question as to the continuance of the right of the Zamindar for the realization of his rent (1) by suit and (2) by sale of the holding. In both the cases the steps are taken through the Collector and there cannot be any abuse of these two powers on the part of the zamindar. We hear now and then complaints that the power of distraint is abused in some cases by the zamindari officials. I suggest that the distraint may also be effected by the zamindar through the Collector in which case the zamindar who is filing petitions for distraint of movables or crops in civil courts will file before the Collector similar petitions for distraint and sale of movable properties. If the right of distraint is taken away from the landholder he may feel considerable difficulty in paying the peishkush to the Government more especially so when the amount of peishkush payable by him to the Government is more than 60 per cent of his gross income from the estate. The ryots are now paying the rents on account of the power of distraint vested by law in the zamindar though it is now a days very seldom used but when once the power is taken away the ryot may defer payment till the end of the fasli awaiting the proceedings under section 112 of the Estates Land Act because he will be obliged to pay the rent only with 6 per cent interest from date of default.

III. (c) Costs of collection of rent, etc.—

- (1) Collection of rent by suit.

The cost of suit may be reduced by the Government by reducing the court-fees.

It is believed by some that the cost will be reduced considerably from the point of view of the ryot in case the jurisdiction to try rent suits is given to civil courts.

- (2) Sale of holding for arrears of rent costs least.
- (3) Cost for distraint of property and sale thereof.

The costs of distraint and sale will generally be very high whether the distraint is effected by the zamindar or the Collector. This may not be resorted to by the landholder when he is given power to bring the holding to sale within the fasli as soon as any instalment of rent is in arrears.

IV. (a) The right of the ryots to the supply of water is inherent as being appurtenant to the land in the case of all lands bearing a wet rate and the supply of water is not a matter of contract between the ryot and the landholder in such cases. The landholder will have to regulate the supply of water most equitably among the holders of wet lands in the ayakat of a water source. Whenever any equitable distribution of water is not made by the landholder, the ryot shall be given power to file a suit for framing a scheme for the proper distribution of water.

IV. (b) V. Madras Law Times, page 143—

“As between the Crown and the ryot considerations of a different character from those applying to the kudivaramdar and the melvaramdar arise. The Crown claims the right of periodical revisions of assessment and the right is to distribute the water for the benefit of the public subject only to the ryots' claim for such supply as is sufficient for that purpose. The melvaramdar has neither the right of such revision of assessment nor has he any right for the distribution of the tank water to others.

“Whatever may be the case between the Crown and the ryot, the right of the kudivaramdar to the customary supply water from the tank is a proprietary right appurtenant to their ownership of their lands.”

“VIII. Madras Law Times, 261. Even in the case of Government it was held that Government has a right to distribute water in Government channels without prejudice to the rights of ryotwari holders which they have acquired for the necessary cultivation of their lands.”

Subject to the abovementioned limitations the rights of the landholder over the water sources are complete and full as the owner thereof.

V. (a) I do not think that all the estates should be surveyed and a record of rights maintained compulsory.

The existing provisions in the Estates Land Act are enough and they do not require any amendments. In the case of estates where money rents prevail it shall be left open to the discretion of the landholder or the ryots as the case may be to have survey and record of rights. The existing provisions give power to the Collector to order survey and record of rights, etc.

If it is made applicable to every estate it may not be able to meet the cost of survey. If for any reasons the Government come to the conclusion that survey, record of rights and settlement of rent are necessary under Chapter XI of the Estates Land Act, one-third of the cost shall be borne by the Provincial Government in the public interest, one-third by the zamindar and one-third by the ryots.

In this connexion, I wish to bring to the notice of the Committee Government of India Act, 7th Schedule, list 2, Provincial Legislative list, items 21 and 39.

Item 39 deals with ryotwari land. In this case power was given to the Provincial Legislature to legislate for the survey of lands for revenue purposes. The survey of zamindari lands cannot be said to be a survey for revenue purposes.

Item 21 deals with the relation of landlord and tenant. It is to be examined why it was not mentioned here also survey for rent purposes and whether the relation of landlord and tenant will include survey.

VI. It is clear from the regulations that the levy of any customary fees can be continued by the zamindar. The zamindar cannot levy any new fees and the burden is on him to show that with respect to his zamindari the levy of any particular fee was customary. But mere length of payment will not render a cess a binding one when it is purely a voluntary one but payment during a long course of years will be a presumptive evidence that the payment had a legal origin, more especially so if the cess is of such a nature that a contract to pay it may reasonably be enforced. It was held that Kanganam fee for supervising the harvest is leviable in the case of warm tenure but not where fixed money rent or fixed paddy rent is payable, cesses for keeping the tanks in proper repair, thrashing floor rent, Swathanthram cess have been allowed as rent.

VII. (a) & (b) Where such facilities do exist in a village the cultivators of land in the village shall be allowed to exercise the said rights but the zamindar may for a long time be collecting fees from the ryots for the exercise of such rights by them. In this connexion the following extract from paragraph 5 of Mr. N. Webb's report which was referred to supra may be perused “assessment upon mangoes . . . and upon cow-keepers and fishermen as a consideration for the benefit derived by the farmer from the use of pasturages . . . ” The foot-note at page 630 new print of Fifth Report, Volume II runs as follows—“Excepting the trifling tax of three daums annually for every head of oxen



and for six buffaloes pastured on improvable uncultivated ground to serve as a stimulus to agriculture. In all cases where the payments are made they will be shown by the zamindar in the land cess revision accounts and also in the cash accounts of the zamindar.

The further question arises as to what shall be the area in which the ryots shall be allowed to exercise those rights. Pasture lands or Gobhumi mentioned in Bhuband and other accounts may enable one to fix this area. Authority shall be given to the Collector to fix and localise the area in which the ryots shall exercise the said rights either with or without payment of fees as the case may be and the zamindar shall have the liberty to use the balance of the area as he likes.

VII. (c) Ryots shall be entitled to use the public paths and the communal land for the purposes they are intended without any hindrance from the landholder. The hill and forest belongs to the landholder and they are at his disposal subject to any customary rights which the ryots may possess in them. The ryots will have to prove the rights, if any, which they possess in hill and forests.

VIII. (a), (b) & (c). I am of opinion that the principles laid down in Chapter VIII of the newly amended Estates Land Act regarding the maintenance of irrigation works are sound and workable and some experience is to be gained before any changes are made in the Act.

The Provincial Government shall never be vested with powers to undertake the repair or maintenance of irrigation works in zamindaris but in cases of continued default by the landholder the only remedy is to assume the management of the Estate under Court of Wards on the ground of incompetency of the landholder for the proper management of the estate. When the Court of Wards assumes management the resources of the estate will be at its disposal and it can have a proper scheme to restore the efficiency of the irrigation works and the budget of the estate can be framed suitably by the Court of Wards having regard to all the requirements of the estate. If the repair or maintenance of all or some irrigation works alone are taken by the Provincial Government, I am afraid they will not be the proper judges to allot funds for the maintenance of irrigation works having regard to the various requirements of the estate.

IX. It is not known as to who should hold the jamabandi. If it is to be held by the zamindar officials really no statutory provision is required. If the jamabandi is to be held by Government officials it will be very difficult for them to hold jamabandi and pass orders. What is to be done in case his orders are not carried out.

At present even in the case of ill-managed estates there is some sort of jamabandi. The landholder, his diwan or manager will pass orders before the end of the fasli regarding the filing of suits, for the recovery of arrears of rent, for taking steps for sale of holdings for arrears of rent, for the recovery of water-rate, for the levy of sivayijama, etc.

This is what constitutes mostly jamabandi even in Government villages. There is no assemblage, as in old days, of ryotwari holders and discussions with them by the jamabandi officers. Even in Government villages jamabandi nowadays is a paper transaction.

X. The following section of the Central Province Tenancy Act XI of 1898 may be examined in this connexion :—

“ Section 61.—(1) In any local area in which the local Government may, by notification in the local official gazette, declare this section to be in force, a sub-tenant holding from a tenant who is proved to the satisfaction of a Revenue Officer or Settlement Officer to habitually sublet the land held by the sub-tenant and to manage it solely with a view to the obtaining of rent may, subject to such rules as the local Government may prescribe, be declared by such Revenue Officer or Settlement Officer to abuse all the rights conferred by this Act on an ordinary tenant, and shall thereupon be deemed to have such rights both as against the sub-tenant and as against the landlord from whom the latter holds :

Provided that no such declaration shall be made within one year after the commencement of this Act or in the case of a sub-tenant holding under a lease registered before commencement of this Act or until an opportunity has been given to the sub-tenant to show cause against it.

(2) When a sub-tenant has been declared under this section to have the rights of an ordinary tenant so much of the rent payable by him as is equal to the rent payable to the proprietor by the tenant from whom he holds on account of the land sublet to him shall be rendered by him to the proprietor direct and the balance shall be rendered by him to the tenant from whom he holds.

(3) If a tenant regarding whole land a declaration under this section has been made dies without heirs or sub-readers his holding, the sub-tenant shall be deemed to hold direct from the landlord and the total rent paid by him for the land at the time of such death or surrender.

XI. (a) & (b). In all cases where rate of rent is to be fixed the first authority to determine it shall be the Divisional Collector, the appellate authority, shall be the District Collector and second appellate authority shall be the Board of Revenue with powers of revision vested in the High Court. In all other cases the jurisdiction shall be vested in civil courts. No special tribunal or special courts shall be constituted.

(a) Unauthorized occupation of lands.

XII. (a) In all cases of unauthorized occupation the occupant shall be ejected at the instance of the landholder by a civil court. Where an occupant is in unauthorized possession for more than twelve years he shall be deemed to be a ryot as provided for in the explanation to section 3, clause 15, and is liable to pay fair and equitable rent to the landholder.

The explanation to section 3, clause 15, which was newly added may now alter the position and it may be held hereafter that the law laid down in 55 Indian Cases, 703, is no longer good law.

XII. (b) When the Estates Land Act was under the consideration of the council the question, whether the landholders shall be given power to recover kattubadi as arrears of rent from the inamdar was fully discussed and negatived. The right to recover kattubadi under Rent Recovery Act was negatived by the Privy Council in 1877 but the Full Bench of Madras subsequently held that the zamindar can recover by distraint under the Rent Recovery Act in case the inamdar is in occupation of the soil.

The main points for consideration are :—

- (1) The landholder has sufficient security to recover his dues from the inamdar,
- (2) The inamdar will not in most cases be the occupant of the soil,
- (3) Is the tenant of the inamdar to be harassed by distraint of his crops for the dues payable by the inamdar to landholder, and
- (4) It is desirable and necessary to confer the right of distraint on the landholder for the recovery of his kattubadi when the proportion it bears to the rent of the land is very low.

Kattubadi is not a charge on the land vide 19, Madras. If it be included in the definition of rent the zamindar will be placed in an advantageous position because he will be able to recover it as a first charge on the land. Kattubadi may be divided into three classes.

- (1) Kattubadi that was included in the mal assets of zamindari.
- (2) Kattubadi enhanced subsequent to the Permanent Settlement over and above the amount of class one.
- (3) Kattubadi imposed by the zamindar on lands which were granted by him subsequent to the Permanent Settlement.

There is no justification for including kattubadi in the definition of rent excepting class one if it is to be included at all.

It was suggested to me that the intention of the committee in raising this question may be to have the collection of jodi, etc., vested in the Government and make a corresponding deduction from the peshkash. The landholders may welcome this course and the collection of the same by the Government may not involve any cost to the Government and the collection may be entrusted to the village officers who in almost every village are collecting Government dues.

Translation of old accounts available regarding one village is given hereunder in order to fully understand the rent system that was in existence previous to the Permanent Settlement.

Abstract from average account, jamabandi settlement of 14 years.								Ryots' share.		
RS.	A.	P.						RS.	A.	P.
2,715	0	0	Fasli 1195	..	..	Viewavasau	..	2,145	0	0
2,710	0	0	" 1196	..	..	Prabhava	..	1,935	0	0
3,606	15	6	" 1197	..	..	Plavanga	..	2,133	0	0
2,927	8	8	" 1198	..	..	Kila'ka	..	2,127	7	0
3,477	14	6	" 1199	..	..	Sowmya	..	2,622	5	0
2,199	0	0	" 1200	..	..	Sadharana	..	1,098	8	0
450	9	0	" 1201	..	..	Virothikruthi	..	225	4	0
1,119	7	0	" 1202	..	..	Paridhavi	..	559	10	3
571	6	6	" 1203	..	..	Prana licha	..	558	12	0
436	0	0	" 1204	..	..	Ananda	..	436	0	0
641	2	0	" 1205	..	..	Rakshasa	..	583	13	0
785	8	0	" 1206	..	..	Nala	..	785	8	0
686	4	0	" 1207	..	..	Pingala	..	647	3	0
50	12	0	" 1208	..	..	Kalayukti	..	1,303	4	0
<b>32,817</b>	<b>6</b>	<b>9</b>						<b>17,162</b>	<b>5</b>	<b>3</b>

## Details—

Rs.	A.	P.	
15,477	6	3	Five years previous to famine.
3,769	0	0	Famine three years.
4,571	0	6	Six years after famine.

23,817 6 9  
205 4 0

Rs.	A.	P.	
30	0	0	Viswavasu
30	0	0	Parabhava
30	0	0	Plavagva
30	0	0	Kilaka
30	0	0	Sowmya
24	4	0	Sadharana
2	8	0	Virothikruthi

Rs.	A.	P.	
13	8	0	Paridhavi
10	0	0	Pramadicha
..	..	..	Ananda
..	..	..	Rakshasa
5	0	0	Nala
..	..	..	Pingala
..	..	..	Kalayukthi

Total .. 205 4 0

110 8 0 Sanudi Inams Visabadi

Rs.	A.	P.	
22	8	0	Viswavasu
22	8	0	Parabhava
22	8	0	Plavanga

22 8 0 Kilaka

20 8 0 Sowmya.  
.. Sadharana to Kalayukt

Total .. 110 8 0

430 13 0 Sivayi Motarpha, etc.

Rs.	A.	P.	
766	13	3	Shandy
296	13	0	Tobacco
471	8	0	Motarpha
1,087	12	0	Mango gardens
48	8	0	Extra tax
115	0	0	Marriage katnams
19	5	9	Fines
653	2	0	Khayidas (profession-tax)
3,458	12	0	

Rs. A. P.  
27,568 15 9 Average for fourteen years

Rs. A. P.  
1,968 13 8

40 0 0 Paddy in wet land

130 0 0  
59 21 0

Ryot share			
7 15 0	out of 15 garisas		
10 0 0	out of 25 garisas		
38 12 0	out of 96 garisas out of 1½ and 1¼ shares		

83 0 0  
840 0 0

Six Garden Millet.			
Six	..	Ragi.	
Six	..	Millet at Rs. 15 give on 24 garces.	

630 0 0 Cost of—  
12 0 0 Kambu.  
9 0 0 Chan at Rs. 30 per garce.

225 0 0 Cost of 9 garces of allu at Rs. 25 per garce.

60 0 0 Cost of blackgram and greengram 1 garce 6 puttias at Rs. 50 per garce.

95 0 0 Cost of Rs. 2-12-0 of horsegram at Rs. 39-8-0 per garce.

900 0 0 Cost of 22 garces and 15 puttias of paddy.

2,750 0 0

52 8 0 Mirasi and inams.  
22 8 0 Inams.  
30 0 0 Service inams.

52 8 0

2,802 8 0 Sivayidena.

297 8 0

3,100 0 0 Collection.

Arrears nil.

Rs.	A.	P.	
280	0	0	Cut of 10 garces of Kambu at Rs. 24 per garce.
210	0	0	Cut of maize of horsegram at Rs. 35 per garce— Five garces maize. One garce horsegram.
100	9	0	Price of five garces of Allu at Rs. 25 per garce.
20	0	0	Cut of 15 puttias green and black-gram at Rs. 40 per garce.
20	0	0	Cut of redgram of 15 puttias.
118	0	0	Cut of Rs. 39-15-0 paddy at Rs. 20 per garce.

2,715 0 0  
52 8 0

Mirasi and inams.

Rs. A. P.  
22 8 0 Inams.  
30 0 0 Service inams.

52 8 0

2,767 8 0  
352 8 0

Sivayidena.			
80	0	0	Shandy.
28	0	0	Tobacco lease.
79	8	0	Motarpha.
150	0	0	Mango gardens.
25	0	0	Tax or drummers.

362 8 0

3,130 0 0 Collections.

3,025 0 0 Remitted to circar.  
105 0 0 Sadar.

3,130 0 0

Arrears nil.

## For fasli 1196 Prabavah.

Rs. A. P.

96 0 0 Produce on dry land.

Rs. A. P.

10 0 0 Millets  
 20 0 0 Kambu  
 15 0 0 Chana  
 20 0 0 Ragi  
 10 0 0 Maize  
 15 0 0 Allu  
 1 0 0 Greengram  
 1 0 0 Blackgram  
 4 0 0 Horsegram

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 96 0 0
 

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Signature of Kulakarani.

 Memorandum regarding the village of . . . . .  
 for the years Visvavasu to Kalayukti.

For fasli 1195 Visvavasu estimate—

Rs. A. P.

52 0 0 Produce of dry lands.  
 Rs. A. P.  
 10 0 0 Millet.  
 10 0 0 Kambu.  
 15 0 0 Chyvalu.  
 35 0 0 Ragi.  
 10 0 0 Millet.  
 10 0 0 Allu.  
 1 0 0 Green and blackgram.  
 0 15 0 Greengram.  
 0 15 0 Blackgram.

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 104 0 0 Deducting ryots' half share.

 Government share 52  
 garces.

39 15 0 Paddy in wet lands out of 80 garces—  
 out of 15 garces deducting 19 garces  
 for ryots' share, the balance of 36  
 garces Government share and deduct-  
 ing 1 garce 16 putties ryots' share,  
 Government share 1 garce 15 putties.

---

 91 15 0

900 0 0 Cost of 30 garces at  
 Rs. A. P.  
 30 0 0 per garce.  
 5 0 0 Millets.  
 7 15 0 Chana.  
 17 15 0 Ragi.  


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 30 0 0

Asamvari demand, collection and balance of the  
village of .....

For the fasli 1208 Kalayukti—

(1) Ganteemuri Asanna—

60 0 0 Cash bill Maktam.  
 100 13 0 Cash of produce quantity of paddy  
 settled.  
 Seven garces and ryots' share being  
 2-4-0. Government share 5 garces  
 6 putties value being Rs. 24 per  
 garce.

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 160 0 0

18 6 0 Contribution expenses.

3 2 0 Takari.

---

 182 5 0

13 0 0 Previous year's arrears.

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 195 5 0

150 15 0 Collections.

41 6 0 Arrears.

(2) Torum Venkatayya—

60 0 0 Bill Maktam.

41 12 0 Value of paddy in wet land the pro-  
 duce being 2 garces 27 putties.  
 Ryots' share being 1 garce, 7  
 putties, 1 Tumulu balance of  
 Government share at 1½, 1 garce  
 22 putties 4 tumulu price at Rs. 24  
 per garce.

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 101 12 0

11 13 0 Contribution expenses.

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 113 9 0

13 0 0 Previous year's arrears.

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 126 9 0

101 12 0 Collections.

24 13 0 Arrears.

## Memorandum of demand, collection and balance for fasli 1208 year Kalayukti.

1,450-12-0 Jirayati.

Deductions on account of ryots' shares.

G. P. T.		G. P. T.	
1 10 0	Kambu .. .. .	1 17 15	½ Share of dry produce.
0 28 10	Ragi .. .. .	10 20 8	3 5 4 Kadims 2/5 share out of 16 garces.
0 3 0	Sama (Millet).		
0 2 2	Millet .. .. .	7 1 10	¼ of inamdars out of 14 garces 3 puttias.
0 5 2½	Caster oil seeds.		
0 3 14	Green dhal .. .. .	13 5 7½	Ragies share out of 26—12—15.
0 12 0	Horsegram.		
0 0 7	Oil seeds .. .. .	32 16 2½	Ryots' share Government share excluding ryots' share.
<hr/>			
3 7 14			
67 13 4	Paddy in wet lands	38 20 71½	37 26 6½
			24—1 Inam Kattubadi.

G = Garce. P = Putties. T = Tamulu.

Value of 1 garce being 24 rupees—

928 4 0 Price of galla [produce].

522 8 0 Bill mukta.

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1,450 12 0

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158 4 0 Alividas.  
 27 12 0 Tobacco lease.  
 13 8 0 Abkari.  
 55 0 0 Mango gardens.  
 10 0 0 Marriage katnams.  
 3 0 0 Tax on drummers.  
 13 8 0 Fines.

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158 4 0

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1,609 0 0

26 9 0 Thakaru.

1,705 7 6 Current fasli.

68 12 6 Arrears of previous years.

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1,774 4 0

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Collection Rs. 1,583—12—0

Expenses.  
 1,387 12 0 Amount remitted.  
 196 0 0 Sadar.

134 0 0 Repairs.

55 3 0 Radhari karchu.

3 8 0 El.vallu.

3 5 0 Festivals of Village Goddess.

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196 0 0

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1,583 1 20

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Arrears.  
 190 8 0

Arrears of rent Rs. 100.

C. V. S. NARASIMHARAJU.

**Memorandum by N. S. Tyagaraja Sastri, B.A., B.L., Vakil, Vizagapatam.**

I. (a) The ryot is the proprietor of the soil. The zamindar is merely the farmer of revenue. He is merely an intermediary, or agent, or contractor for collecting the rent from the ryots, and paying a fixed sum to the Government. This will be abundantly clear if the numerous facts relating to the questionnaire are considered. The material and important reasons in support of the same are :—

- (1) The earliest of the persons who did anything to the land, were those who cultivated the land. At that time, the land did not belong to anybody, and could not have been considered to be the property of any person. According to accepted international law of even the modern times, the person who first stakes his claim on any land not yet recognized as part of any State, becomes the proprietor of that land. Hence on the same analogy the cultivators being the persons who first cultivated the land were the proprietors of the same. The Government or zamindar was of much later origin.
- (2) The zamindars seemed to have come into being during the Muhammadan Rule, because the Muhammadan Rulers were unable to collect rents from individual ryots, for want of well-organized Government. Hence for convenience of collection work, they introduced these middle men.
- (3) Manu laid down that the ryot is the proprietor of the land, and is liable to pay only a sixth of the produce of the land to the king, obviously as a tax, because the king protects his subjects.
- (4) Fifth Report of 1812 from the Select Committee of the affairs of the East India Company mentions that originally the Northern Circars formed part of the ancient kingdoms of Telinga and Oris. In the thirteenth century they were brought under Mussalman domination. In 1765, Lord Clive obtained the grant of the four Circars, viz., Chicacole, Rajahmundry, Ellore and Condapilly for the British Government.

In 1782—Committee of Secretary.

In 1786—Political survey of the Northern Circars by Mr. James Grant.

In 1786—Board of Revenue established at Fort St. George, Madras.

In 1789—Report by Board.

In 1794—Proclamation preliminary to a permanent settlement.

Permanent settlement was introduced during the years 1802 to 1804. In this fifth report, it is admitted that the ryot is proprietor of the soil, though the permanent settlement regulation may be held to have laid down that the zamindar is the proprietor of the soil.

Prior to the introduction of the permanent settlement, the right of the collection of the land revenue on behalf of the Government was being leased to the zamindars and proprietors either annually, or for longer periods, at varying rates. The said right was also being sold in auction to the highest bidder.

The permanent settlement was merely the so-called permanent lease of the right of collecting the land revenue from the ryots, and the proprietor or zamindar was liable to pay a fixed sum every year towards the rents due from the ryots in his estate, whether he collects more or less than the amount paid by him to the Government. In fixing the amount of peshkash, the Government allowed to the zamindar about 15 per cent of the estimated total revenue, as remuneration for his trouble and expenses. In passing it may be mentioned that the margin of profit which the zamindar has been enjoying since more than the past hundred years, is much more and often amounts to cent per cent and in many cases, even two hundred and three hundred per cent of the amount of peshkash paid by the zamindar. This large amount rightly belongs to the ryots or the Government, but is being unjustifiably enjoyed by the zamindar. The zamindar system is quite unnecessary in the modern conditions of an extremely well-organized Government, and it may, therefore, be abolished. But if for any reason, it is held that the permanent settlement is such an invariable right which cannot be interfered with by the Government and the legislatures, then the benefit of the large amount of the profits which the zamindars are now enjoying should revert to the ryots, by large reductions in the rent which are being paid by them. If the reduced rents become much lower than the fair and equitable rent, the difference can be collected by the Provincial Government in the shape of some cess. It may also be noted that the permanent settlement did not fix the amount or rate of rent payable by the ryot.

The above reasons clearly establish that the ryot is the proprietor of the soil, nay, the land itself.

But it may be argued by some, that so far as the proprietorship of the land is concerned, as distinguished from the soil, the courts have held that the zamindar and not the ryot is the owner of minerals, etc., in the land, but those decisions were based on an interpretation of the permanent settlement, which itself is invalid and cannot confer mining rights, which the Government itself does not possess. That the Government is not the owner of the minerals in the lands is established by the fact that the ryots of the Government ryotwari lands are held to possess mining rights also, but are only required to pay to the Government some additional rent for the minerals. Hence the Government could not grant to the zamindar by the permanent settlement, the rights which the Government itself did not possess.

I am, therefore, of opinion that the ryot is the proprietor of the soil, and even of the land itself.

(b) Hereditary right of occupancy of the land and cultivation of the soil, with the liability to pay rent to the landlord. The landlord has got the right of preventing the ryot from deliberately and intentionally impairing the value of the land so long as the ryot does not impair the value of the soil or land, he can use it in any manner he chooses.

II. (a) A fair and equitable rent is that rent which can be collected from the ryot, which represents a fixed proportion of the produce of the land. After meeting the expenses of cultivation, the ryot should have enough to live upon after paying the rent.

(b) The considerations that should be taken into account in fixing a fair and equitable rent are :

- (1) Deduct cost of seeds and other cultivation expenses.
- (2) Deduct cost of maintaining cattle, and interest charges, and depreciation of the same.
- (3) The grain necessary to feed himself and his family during the year should be reserved to the ryot.
- (4) The balance is to be paid as rent to contribute to the expenses of the Government.

(c) Statutory remission is desirable, if there is a failure of crops to less than half the estimated yield, or there is a fall in prices of the grain to half the original value. In such cases, there should be a total remission of rent, because the rent can, in no case exceed half the net income from the land.

(d) The rate of rent should be settled once for all in a particular area on the above-stated principles. The settlement should be made as early as possible.

(e) The Provincial Government should have reserve powers to reduce the rent, but not for any other purpose, if it is found that rent of any land is inequitable. The said reduction can be done through executive action.

III. (a) Yes.

(b) The landholder should not have powers of proceeding against the land for the realization of rent under section 112 of the Madras Estates Land Act. He should have power to proceed against the produce of the land, or against any other personal movable property of the ryot. The power of proceeding against the land which is now given to the zamindar results in serious hardship and irreparable injury to the ryot and also promotes much corruption of the estate officials, and indifference regarding the profit collection of the rents.

(c) In every village, a committee of three persons have to be constituted to help the collection of rents for the landholder, and they may be authorized to collect the rents from out of the sale-proceeds of the produce of the land, when they are sold by the ryot. Hence the dates for the payments of the instalments of rents should be changed to the months of February, March, April and May. There should be no charges for these proceedings of collection of rents.

IV. (a) The rights of the tenant to water-supply are inherent, as being appurtenant to the land. They also exist on account of the fact that the landholder collects wet-rate of rent by contracting with the ryot either expressly or impliedly that he would supply the necessary amount of water for the irrigation of the land.

(b) The landholder has got merely the right of regulating and distributing the supply of water from the water sources, and to safeguard them and keep them in proper condition.

V. (a) All the estates should be surveyed and a record of rights prepared. Much harm and injustice is resulting in those estates which have not yet been surveyed; surveyed lands are beneficial to the ryots and landholders also.

(b) If there is to be a reduction in the rents by a revision on the basis of assessment, the cost of the survey may be borne equally by the ryots and landholder. If there is no change in the basis of assessment, the landholder should bear the cost wholly, for the survey will be advantageous to him.

VI. The landholder cannot demand any levies in addition to the rent. It is most unjust, and is merely a device for enhancing the rents, and extracting the utmost from the ryot.

VII. (a) The ryots have got an inherent right of utilization of local natural facilities. This is a necessary concomitant of agriculture, and without it the ryots cannot carry on their agricultural operations. Moreover, the natural facilities belong to the village community, but have been usurped by the landholder, and he makes a profit out of them.

The ryots should be allowed to graze their cattle free of charge in communal grazing ground specially set apart in every village.

They should also be allowed to collect green manure from porambokes and communal lands reserved for the village community, as also the wood from them for agricultural implements.

(b) They have no right to use them for domestic purposes, but only for agricultural purposes free of cost.

(c) The ryots have the absolute right to use public paths, communal lands, and hill and forest porambokes for legitimate purposes. Of course, they should not be allowed to damage them in any way. If these are large hill and forest porambokes, more than sufficient to meet the requirements of the village community, the landholder may make some profit out of them. The landholder has got the right of preventing any ryot from encroaching upon any of the said lands, or of abusing the rights in any manner. He also got the duty of preserving them, and maintaining them in an efficient manner.

VIII. (a) The landholders should be required to maintain the existing irrigation sources and works in good repair. If they have utterly neglected them till now, and the irrigation sources or works have failed, they should be made to restore them to their old condition if the expenses of doing so are not greater than the expenses which would be incurred if they are newly provided for. In such a case, they should be made to provide new irrigation sources or works or to reduce the rents to dry-rates.

(b) Yes. The Provincial Government should have power to repair and maintain irrigation works at the cost of the landholder if he fails to do so.

(c) Such powers should be applied *suo moto* also. Under the existing law, the Government does not possess any powers to get the irrigation works repaired *suo moto*, but an application is required to be filed by large number of ryots in the anicut of the particular irrigation work. In practice, it is found to be very difficult for the ryots to join together and make the required application. Moreover, the costs of enquiry into such an application is enormous and the ryots are unable to afford the same. The costs which may ultimately be awarded to them against the landholder if the petition of the ryots is allowed, is far less than the expenses actually incurred by them.

IX. Yearly jamabandi is necessary, but it entails a huge expense. Hence it may not be introduced at present. The purpose of the yearly jamabandi will be served if the powers of the landholders to proceed against the land for arrears of the rent are abolished.

X. Under-tenants are most of them the actual cultivators of the land since a very long time, and the pattadar merely is in the position of a minor zamindar. Hence under-tenants who have been in occupation of the land since the last twenty years at least, may be granted occupancy rights if they so desire, but some compensation may be awarded to the pattadar.

XI. (a) The Board of Revenue should be abolished. Ordinary courts may be given powers to settle the disputes.

(b) Special taluk courts may be constituted.

XII. (a) Unauthorized occupants should not be ejected if they are willing to pay the usual nazarana and rent.

(b) Yes. The various co-sharer inamdars should be separately recognized, and the jodi, kattubadi, etc., should be apportioned between them. The charge on the inam for the proportionate kattubadi even should be abolished, and landholder should only be entitled to proceed against the crops on the share of the particular inamdar, or his personal movable properties.

*Note.*—I have given my reasons briefly, in order that the memorandum may not be unduly lengthy by the enumeration of detailed reasons. I shall submit an additional memorandum at the time of the enquiry, and I request that I may be given an opportunity of being examined as a witness by the committee and adducing evidence in proof of my reasons.

N S. TYAGARAJA SASTRI.



**Memorandum by Mr. K. Narasayya, Vakil, Vizianagram, dated 29th November 1937.**

The existing law governing the relations between the landlord and the tenant is in need of substantial modifications and changes in the light of present socio-economic conditions. The amendments recently made are inadequate and unequal to the magnitude of the multi-problem.

I. (a) The right of sale of the holding for non-payment of rent, the right to eject tenants under certain circumstances as well as the right to minerals and the sub-soil which the zamindar has, are but a few indications to show that he is the proprietor of the soil. As the paramount owner he is liable to pay peshkash to the state, repair lands, and maintain tanks, etc.

In spite of the fact that zamindar is the proprietor of the land, there is no denying that modern conditions necessitate permanent rights in the soil to the tenant that cultivates the land in the interests not of this class or that, but in the general interests of the country as a whole. Fixity of tenure and uniformity of relationship, which the Act sought to bring about in zamindari areas, did not in effect materialize. The right conferred on the tenant is limited and illusory.

(b) *Position of sub-tenants.*—The Act leaves out of account the case of sub-tenants, who numerically form the vast bulk of the cultivating population. They are in far worse position than any class of cultivators being at the tender mercy of the direct tenants who lease out lands at rates that leave very little margin to live by holding and threats of forcible re-entry for non-payment of rents. The Act is in need of being enlarged so as to bring in this numerous class under its protective provisions. Sub-tenants should get occupancy rights in the land they cultivate on paying compensation five or ten times the rental at the very rate the tenant is bound to pay the zamindar in a lump-sum or in five annual instalments in the case of original pattadars and ten in the case of alienees for valuable consideration. Uniformity in land law can thus be secured eliminating the intermediary.

(c) The object of the Act conferring fixity of tenure has in a good many cases gone the wrong way and been frustrated due to the increased indebtedness of the tenant. Alienation to persons who are non-agriculturists has sunk the tenant to the position of a sub-tenant under the very alienee in respect of his own lands or under another for some other lands. If the right is to be a reality and mean anything to the cultivator, it should be enacted that the right of occupancy is inherent to and inseparable from the land itself, that it cannot be the subject-matter of alienation to a non-cultivator. In the case of alienations already made however the alienees should, on receipt of ten years' rental as compensation in a lump-sum or in ten annual instalments part with the right in favour of the cultivating tenant.

(d) Fragmentation is another evil that makes agriculture inefficient and unremunerative reducing production, individual and national. Holdings are becoming uneconomic, and toy-farms are on the increase. If agricultural conditions are to be improved, facts are to be faced boldly and in time. Time is for laying down the minimum in respect of the extent of a holding, and five acres I consider to be a proper figure, which duly cultivated will secure the necessaries of life for a family. Subject to a minimum of five acres, land should be made liable to partition, but no indiscreetly as at present irrespective of the extent and disregarding of the consequences. Gifts and sales, private and public, should likewise conform to the limit laid down.

In the case of existing fragmented holdings below this minimum it is to be enacted that the adjacent owner should have the right of pre-emption so as to bring together the slices to the limit set in as short a time as possible. Gifts, customary or otherwise on ceremonial or other occasions, to a daughter, a relative, a friend or a priest should be invalid in law unless comprising five acres at the least. Let gifts of lesser value take the shape of gold or cash. This may be against sentiment. Let sentiment have its place but let it not transgress into matters affecting general prosperity of the province.

(e) *Whole inam villages.*—Act XVIII of 1936 extending the operation of the Madras Estates Land Act to pre-settlement whole inam villages so as to give the inam tenants the same status as that of a zamindari tenants and secure uniformity in land legislation requires to be substantially modified so far as it relates to compensation. The one year's rental provided for as compensation in the case of such lands only as are proved to be "Private" before a tribunal to be specially constituted, when and where nobody knows up-to-now, as the final authority with no right of appeal from its judgment by sections 185-A and 185-B of the Amended Act is, to say the least, an eye-wash and an illusion.

Ten years' rental as compensation in the case of those inamdars who are subsequent alienees for valuable consideration at competitive rates on the clear understanding that what they purchased comprised both 'warama' is fair and reasonable whereas

in the case of original grantees for meritorious acts or past services five years' rental will meet the equities. It may be paid in five or ten annual instalments or in lump sum as the case may be if the tenants can. Else the State should step in, to shoulder the responsibility as in Austria and Ireland. It may pay it if funds permit or execute Government bonds for the same payable 15 or 20 years hence with half-yearly rests at 3 per cent per annum.

Compensation in all these cases however should be computed subject to a deduction of 20 per cent as is stated in answer II (a) below.

(f) Besides, the absence of a clause for re-entry in the case of those that want to cultivate the lands, which were exclusively theirs till the Act was recently amended, is another matter which is as unjust as the other, but bears much harder especially at a time when unemployment is rife and the slogan is 'back to land.' The Act is to be so modified as to enable persons, who bona fide want to settle on land, to have the right of re-entry on condition of their transferring the benefit under the bond in favour of the tenant cultivating the particular land required.

(g) *Service inams*.—The right to service inams and the manner of utilizing them hereafter is a matter that deserves special consideration. At one time or other numerous grants were made in 'inam' to a person or body of persons in our villages by the local zamindar or villagers themselves as the case might be in lieu of past services or for services to be regularly rendered in future. With the latter class of 'inams' only, with those lands whose enjoyment is conditional or performing some specific services that we are now concerned. The village headman, the karnam, the talaiyari, the shroff, the goldsmith, the carpenter, the barber, the washerman, the potter and the cobbler were granted 'inams' besides many others such as Vuppari, Tambuli, Lampatha, Kogada and a host of others whose very mention will make a weary catalogue. The necessity for which these grants were originally made having ceased under the changed conditions of modern Indian life or the grantee or grantees being incapable of or having refused the services, some of these 'inams' have been resumed and granted either by the zamindar or the Government. Still there are many inams in our villages whose resumption is deferred to a future date for no reason other than that as to who should take the same—the State or the zamindar—as the right pertaining thereto is much disputed and not yet settled.

A list of all such inams, their extent and present yield should be taken at the earliest possible time by the Government with the object of resuming and regranteeing the same for one or the other of the purposes set forth hereunder for the uplift and common weal of the people.

*Model farms*.—A few extracts from my suggestions to the Syllabus Committee, Wardha, as how best to make primary education self-supporting will in this connexion, I hope, be of some use. As agriculture is and is bound to be an important industry, nay, the key industry of the country 5 to 15 acres of land should be attached to every primary school to be used for the purpose for which it is best fitted, agriculture, fruit or vegetable gardening according to local conditions, needs and nature of the soil. The teacher and the village pupils should conjointly work and develop model farms as in Denmark, by intensive cultivation on scientific basis so as to increase the yield at least twice as much as it is to-day or bring in a net return of Rs. 100 an acre and thereby defray the expenses of the upkeep of the school and make it self-supporting. This apart, training in the practical methods of scientific agriculture is sure to make the village body a better and an abler farmer than his fathers were; for the best way of learning a thing is to do it. Better still, it combines practical instruction to the boy with ocular demonstration to the adult; and what he sees will have a better impress on the farmer than what he hears; and conservative as he is, the farmer will not fail to be benefited from what is being demonstrated daily in his own place and before his own eyes. Money earned by industries and handicrafts should go to supplement or add to the income from model farms.

(h) Besides, village sanitation, water-supply, medical relief, village communications and the like have higher scope of speedier development with some of these 'inams' regranted to panchayat boards than with isolated occasional aids and grants from the Local Government or district boards concerned.

II. (a) & (b) *Rent*.—The question as to what is fair and equitable rent cannot be answered in general terms and with any degree of precision. It depends on many factors, and differs from locality to locality, from village to village, and in the same village from land to land. The productivity of land, the number of crops it is capable of yielding in the year, the kind of crops, dry or wet, cash or otherwise that grow on it, the facilities for irrigation—tank-fed, channel-fed or depending on precarious monsoon, proximity to the village, whence it is to be cultivated, proximity to the market, where it is to be sold are some of the factors, that ought to be taken into consideration, but which are not susceptible of easy ascertainment.

Further, what is 'fair and equitable rent' in a year, when prices rule high cannot be so in another when prices fall. Rents obtaining in or about 1929, before the depression set in, with 20 per cent all-round reduction will afford sufficient relief without detriment to land-owing interests.

(c) & (d) In a world still in throes of an acute depression and with national self-sufficiency as the creed of countries it is too much to expect a general rise in commodity prices for years to come. Rents have before now reached a point from which there need be no further enhancement. If the right of occupancy is to be real and substantial, if the tenant is to reap the fruits of his labour undisturbed, sections 24 to 37 of the Madras Estates Land Act, that provide for enhancement under certain conditions shall be deleted from the Act. Section 38 of the Act, that deals with the reduction of rent, though intended for the benefit of the tenant, is practically of no value. Recourse to it is more a matter of assertion of right than one of real relief as the expenses involved often come to many times the reduction claimed, not to speak of the actual reduction allowed.

Statutory provision for remission of rent is likely to be inelastic. If for any reason, crops in a taluk or district fail, the Provincial Government shall have the power to order remission of rent to the extent it considers necessary.

(e) But it should not have any powers to revise, alter or reduce rents by executive action through Revenue Settlement Officers.

III. (a) & (b) A landholder is now entitled to recover rent by suit, distraint and sale of movable property or by sale of a ryot's holding. Distraint and sale of movable property is an archaic and arbitrary mode of collection that often strains the relations of the parties when the officers of the landholder with the assistance of a faction in the village or of the police have most high-handedly recourse to it. Sections 77 and 110 of the Act, in so far as they relate to distraint proceedings deserve to be deleted. The landholder may, if he thinks it necessary, by legal process attach before judgment the movables of the tenant under order XXXVIII, rule 5 of Civil Procedure Code. The right of sale of movables coupled with the right of sale of the ryot's holding is sufficient to recover rent by a suit as and when it falls due. Rent should be non-interest bearing and section 61 of the Act. is to be removed, so that the inadvertent tenant may not have to pay arrears with accumulated interest thereon and the landholder may have little incentive to allow rent to fall into heavy arrears.

(c) As how to make the procedure, simpler and less costly will be considered in IX (a) when the question of the proper forum comes to be answered.

The IV question will be taken up along with question VIII.

V. (a) *Irrigation*.—The right to water is inherent to land but it is not a matter of contract between the tenant and the landholder. Wet rates of rents greatly vary from, and are twice or thrice as much as rates obtaining for, dry lands for the reason that wet lands receive the necessary supply of water from a tank or a channel constructed and maintained by the landholder.

(b) As there are, and will be, several tenants with conflicting interests under an 'ayacut' the right of regulating and distributing water to one and all of them should be in the landholder. Else wastage will lead to improper supply and failure of crops.

(c) In order to regulate the relations and place, land tenures on a systematic basis, it is necessary to have all estates surveyed and a record-of-rights maintained.

(d) Half the cost is to be borne by the landholder and the other half by the tenants and Government equally.

VI. Besides rent, the landholder should not be entitled to any dues customary or otherwise.

VII. (a) *Pastures and fodders*.—Except in the case of villages that adjoin hills and forests, in the case of all others natural facilities for grazing cattle, collecting green manure or wood for agricultural implements have either disappeared totally or are fast decreasing. With the rise in the value of groundnut since the Great War, lands that were either waste or set apart for grazing of cattle are brought under the plough as the crop requires little fertility only the land is to be loose or sandy. This has been bringing in a steady diminution in the number and quality of cattle in every village, is adversely affecting the productivity of the soil (cattle-manure being the most natural and easily available manure to the farmers), the strength and stamina of draught and other animals, the average milk yield and so on.

(b) Though the total extent of land cultivated has largely increased, there is a perceptible fall in the actual yield per acre of land.

The restriction of world market added to over-production of the crop from every inch of available land in the province has in recent years brought us face to face with the question of exploring new uses for the commodity as food and fodder and restricting its cultivation so as to utilize part of the land under its cultivation for other purposes

so as to (1) to raise its price and (2) increase the yield of other food and fodder crops. If matters are allowed to drift, groundnut in Madras may have to face a situation similar to jute in Bengal.

(c) Grazing grounds and waste lands leased out after 1920 should be resumed on return of nazaranas to the tenant concerned as the costs of improvement are almost negligible. One-fourth of the land resumed, the least fertile of it, is to be used for grazing cattle of the village for grass is least likely to grow profusely where cattle are herded; one fourth is to be utilized for growing green manures, bamboo and other woods for agricultural purposes; the remaining half is to be utilized for growing valuable fodders such as guinea grass; napier grass, Egyptian clover sunnhemp and the like. The landholder is to supply them to the villager at prices that cover the costs of growing the same plus two rupees, the highest fee leviable on an acre of land utilized for the purpose. The land set apart for grazing and growing fodders should at least be one-twentieth of the land under actual cultivation in a village. The question of fodder can thus be solved, and the condition of cattle improved, and their number increased in the interests of one and all.

(d) The tenant should not have a free hand in the use of the same free of cost; as such a step goes to diminish the quantity of the material required with little or no scope for improving the quality.

As to hills and forests still a word to say. Hilly tracts and forest areas now under the enjoyment and control of local zamindars should be under State management so as to put them to the most economic uses for growing fuel, fodder, green manure, valuable timber and other forest produce, and secure a common uniform policy with far higher chances of controlling, regulating and preserving climate, rain, flood and innocent bird life so necessary for the prosperity of a country mainly agricultural.

(e) The control over public paths and communal lands should be in the Local Government, though the right to use the same is to be with the villagers, the general public. Due to slackness in the matter of check and control some public paths have of late been obliterated or encroached upon. The concerned officer should of his own motion or on the motion of any one of the public interested should order speedy restoration and uninterrupted maintenance of the same.

The right to use the communal lands is to remain with the public, with those persons that often make use of them. The landholder should not have the right either to interfere with their customary use or do away with the lands; and when the necessity for a communal land ceases, it should be resumed by the Local Government and regranted for another communal purpose for which there is need in the village.

*Village-sites.*—Though population is on the increase from census to census, people in the villages have to live within the space limited and originally set apart with the result that houses are being huddled together with no eye to sanitary conditions. The dangers of a general gut, far from being isolated as when streets or lanes were quite apart, are now greater than ever before. Though statistics are not available the loss the villager in the province annually sustains on account of fires will, I think, make a gruesome figure.

In order that general village sanitary conditions may improve, that the villager may have access to free light and pure air, and that the risks of general fire may be minimized, the first and the foremost thing to do is to acquire land adjoining homesteads under the Land Acquisition Act on the application not of a landholder but of the villagers themselves. Sections 20-A and 20-B and 186 of the Madras Estates Land Act that deal with diversion and acquisition of land for building or other purposes should be altered so as to enable the villagers to secure land for house-sites whenever necessary on application to local officer instead of the District Collector and at the expense of the Provincial Government.

VIII. (a) Minor irrigation works by tanks cover far a wider area than major irrigation works under river projects in the province, and money invested for the improvement of the former will pay far more than moneys spent for the latter.

Wet crops in most of the villages are not having the needed supply of water on account of the neglected condition of the tanks, which have either fallen into woeful disrepair or if repaired, not adequately and in time. Besides, the wet ayacut under most of the tanks is being regularly added to by inadvertent permission to reclaim waste lands marked 'wet-banjar' and convert dry lands into wet with a view to get wet assessment. The wet ayacut of the tanks has consequently increased with no corresponding increase in the capacity of the tanks and the sources of supply with the result that the chances of failure of all wet crops under the tanks are now far greater than ever.

The first thing to do is to demarcate all those lands which were once waste, but reclaimed as wet after 1918, the year when paddy price was at its highest, and either provide them with tube-well irrigation at the cost of the landholder or declare them

manavari with the requisite reduction in assessment to bring them to the level of such lands, so as to ensure sufficient water to the original 'ayacut' instead of exposing all lands to the danger of constant under-supply.

2. Furthermore, tanks are to be improved so as to increase their capacity to hold in a greater volume of water than at present, the existing water-sources are to be repaired and if possible, new sources secured.

(b) & (c) The Provincial Government shall, in the interests of agriculture, have the right to repair, improve and maintain all irrigation works either on its motion or on the application of the parties. It is only then that there will be a greater scope for speedy and uniform improvement in irrigation facilities throughout the province, and make wet cultivation less dependent on precarious monsoons.

The landholder is to bear half of the expense while the Provincial Government and the tenants are to bear the remaining half in equal shares.

X. As to what should be the status of the sub-tenant has been said in I (b). On payment of the compensation in the manner indicated he is to be entitled to all rights eliminating altogether the intermediary.

XI. (b) *Courts and court-fees.*—In view of the distressing economic conditions of the tenant the law relating to court-fees, institution of suits, appeals and revisions requires substantial alterations and modifications.

(1) The Court-fee of Rs. 11-4-0 a hundred on the suit value payable in the first instance by the plaintiff-landholder, but ultimately recoverable in most cases from the defendant-tenant bears too hard on one who is heavily in debt over head and ears. Reduction of court-fee to Rs. 7-8-0 a hundred in all suits whose pecuniary value is less than Rs. 3,000 of which half is to be paid at the time of filing the plaint and the other half payable only when the suit comes to be contested at the time of filing the issues, is quite essential if justice is not to be a luxury which a few rich can indulge in but a necessary that one and all can make real use of. Unless there is good defence few people will choose to contest either to annoy or drag on matters as this would mean costs at an enhanced rate.

(2) As matters now are, people have to go a long way, and not unoften from one distant camp to another from the place where they live in, when they are parties or witnesses in a case or proceeding. Apart from the heavy expense and personal trouble involved, the awful waste of human labour, which it leads to in a poor agricultural country, is, though it is not easy to collect statistics, simply staggering.

The existing courts do not suit the needs of villagers seeking justice. The Revenue Officers, for instance, with a lot of criminal and other work too heavy for the day, often find it impossible to reach revenue work even at the far end of the day. Moreover, by previous education and training they are generally incompetent to deal with this kind of cases, which require a fair knowledge and a clear understanding of Civil law.

The transference of these powers to Village Panchayat Boards is far from desirable. Not to speak of the incompetency and the lack of proper personal it leads to the anomaly of the villagers, the tenants sitting in judgment in matters between themselves and the landholder.

Special courts should be constituted at one or two important villages in every taluk with civil, criminal and summary jurisdiction of the present Munsif's Court, the first, second and third-class magistrates' courts and the Sub-Collector's Court respectively over the group of villages comprised thereunder. The second and third-class magistrates' courts and Subordinate Judges' Courts in the province are to be abolished and Munsif-Magistrates' Courts installed instead in every taluk important village centres, which may be developed into model villages combining what is best in the town and the village without the evils of either.

Advocates with at least five years' standing at the Bar should alone be eligible for these appointments on a monthly salary of Rs. 100—10—200. The present Munsifs' Courts with the exception of one or two in every district are to be constituted Subordinate Judges' Courts with right to hear appeals in civil and criminal matters. Each Subordinate Judge is to wield jurisdiction over 2 or 3 taluks in a district. Except in civil appeals relating to matters other than money in all other appeals, civil and criminal, the Subordinate Judge's Court should be the final appellate authority with no right of second appeal from its judgment. To eliminate case law, to simplify procedure and to minimize inordinate delay and heavy expense should, as far as possible, be the aim and object.

The long-looked-for separation of the judiciary from the executive can thus be a reality without any the least drain on the finance of the Government.

The Board of Revenue should henceforth cease to be the final authority in proceedings between landholders and tenants. Nor is there any necessity to constitute a special tribunal for the purpose.

Another matter which needs immediate redress is that pertaining to 'joint and several liability.' The indiscriminate filing of suits against a host of persons when the money is actually due from one or more of them on the ground that all of them own lands under a single patta or that the liability to pay is joint and several should be put an end to so as to avoid worry and expense to people who have either nothing to do with the lands or who have bona fide paid their quota or share of rent or kattubadi or some such cess. It should be made clear by an enactment that liability to pay rent or cess is 'several and distinct' and not 'joint and several' and that every person is liable only to the extent of his interest or possession in land.

XII. (a) The reliefs and remedies the Act provides for unauthorized occupation of land need no modifications.

(b) Jodi, poruppu and kattubadi are to be reduced by 20 per cent. The 'inamdar' shall have the right to free himself from annual payment of cesses either by payment of five years' cess in a lump sum or twice the assessment annually for a period of five years at the reduced rate.

K. NARASIAH,  
Vakil.

**Memorandum by Jogi Venkatappayya, Congress worker, Pondur Post, Cheepurupalli taluk, Vizagapatam district.**

I. (a) The tenant.

(b) The tenant has no right of gift or sale but he is entitled to cultivation and produce.

II. (a) One anna per rupee of yield as estimated by the panchayat.

(b) Cost of survey, irrigation facilities, Police and other amenities.

(c) Yes. Based on seasonal conditions.

(d) Once for all. Should not be subjected to changes subsequently.

(e) No.

III. (a) Require revision. When there is the Government to control the ryot, there should be no landholder between him and the Government.

(b) The Government should collect rent.

(c) The Act should be so amended as to forbid sale of land earmarked for fodder. A touring registration officer like the Tahsildar with minimum expenditure to carry on work, so that registration and travelling expenses may be reduced.

IV. (a) The rights should be appurtenant to the lease of the land and there should be no special contracts between landholders and tenants.

(b) Landholder is enjoying superior rights 'which are extremely mean.' He refuses water to the tenant, collects grass, has grazing and fishing rights.

V. (a) Yes (by the Government).

(b) The landholder to bear the entire cost.

VI. No. If he does, it is a great injustice.

VII. (a) The tenants have such rights but these are being aggressively monopolized by the zamindars.

(b) The ryots have the right to enjoy these facilities but they are being forcibly deprived of them by the zamindar.

(c) These public paths, etc., are common, but the tenant has no right to any exclusive and private use of these. The zamindar may lease out land, sink wells and dig tanks.

VIII. (a) The tenants and zamindars should both evince interest. What the tenants cannot afford to do, they may represent to a special officer to be appointed on behalf of the zamindar and the repairs should be carried out at the expense of the zamindar.

(b) Yes. The Provincial Government may execute repairs and recover the cost from the zamindar.

(c) On application by the concerned party.

IX. Yearly jamabandi essential as in Government villages.

X. (1) The pattadar may collect from the under-tenant 5 per cent more than what he pays to the zamindar. The under-tenant should be entitled to remissions in the event of seasonal adversities. In the case of uncultivated land given by the pattadar to the under-tenant, the pattadar should not collect from the under-tenant any sum which exceeds what he himself has to pay to the landholder as rent, by more than 3 per cent. If the pattadar is unable to cultivate the land himself, he should not lease it out to another under-tenant.

(2) The same principles should apply to the zamindar also.

XI. (a) No. A special tribunal is needed.

(b) First by panchayat courts and then by special courts.

XII. (a) If the land is meant for cattle grazing or public thoroughfare, the ryot may be evicted by the zamindar. If the land is fit for a well or a tank being dug in it, similar procedure may be adopted. Else, it may be surveyed and a fair rent levied from the ryot, the land being assigned to him.

(b) Yes. No such collection shall be made by the zamindar.

J. VENKATAPPAYYA.

**Memorandum by Mr. T. Satyanarayanamurti, Pithapuram, East Godavari.**

I. (a) The tenant.

(b) The tenant has rights of—

- (i) Enjoyment.
- (ii) Transfer.
- (iii) Succession.
- (iv) Improvement.
- (v) Building houses and sheds.
- (vi) Growing and cutting down trees.
- (vii) Finding fresh sources of irrigation.
- (viii) And any other such absolute rights.

So long as he pays the kist or sist as settled at the outset.

The zamindar has the right of (i) collecting sist or kist, (ii) maintaining irrigation sources at his cost to the advantage of the tenant, and (iii) creating fresh sources of irrigation with the consent of the tenants.

II. (a) 1/10 to 1/8 of the gross produce.

(b) The following may be taken into consideration in fixing fair and equitable rent (i) nature of the soil and its productivity, (ii) its locality, (iii) irrigation sources, (iv) rainfall, (v) cost of cultivation, (vi) prices of the commodity, and (vii) proximity and conveyance to market.

(c) Yes. The principles are (i) deterioration of the fertility of the soil, (ii) fall in prices, (iii) failure due to negligence of the zamindar in properly maintaining the water-sources, and (iv) failure of crop due to wind, rain and sun.

(d) The rent should be permanently settled on principles enunciated above [in (a) and (b)] by the Government.

(e) Yes.

III. Yes. Not a mere version but a revolution. The Government should take full responsibility of collection of rent. Most of the zamindars absent themselves from their estates for most part of the year regularly and spend their time and lavish their monies in metropolitan cities and outside the country also at times. Thus they are leaving their estates in the hands of uneducated, ill-experienced and dishonest officials.

(b) & (c) As is being adopted in the ryotwari area by the Government.

IV. (a) Yes. They may be a matter of contract when a dry and unirrigated portion of land has water-supply with no detriment to the already irrigated lands under the same source of supply.

(b) No superior right has he.

V. (a) Compulsory survey should be made and record of rights maintained of all estates.

- (i) It is to the mutual advantage of the tenant and landlord.
- (ii) It puts an end to the present joint patta system and its inherent evils.
- (iii) It enables all tenants to have separate pattas.

(b) The zamindar or the Government. The present economic distress has told much on the tender holdings of tenant and as such he is too poor to bear any extra expenditure.

VI. No.

VII. (a) The tenant has every right for the utilization of local natural facilities, etc.

(b) It needs no proof to say that the tenant has got the sovereign right to use them free of cost.

(c) (i) They belong to the community and the right of preserving them necessarily vests in the tenant who forms the community.

(ii) The zamindar should see that no undue advantage is taken by one or other in their utilization. He must clearly bring it to the notice of the community in cases of

unauthorized occupation. The facilities accruing from these would be naturally conducive to the welfare of the tenant. These must be made over to the community. Instances can be quoted in hundreds to prove the misuse made of them namely—

- (i) certain paths are closed and others encroached making it hard for the cart and man to pass along.
- (ii) Communal lands as common pasture ground and burial grounds and some parking places hitherto enjoyed by the people are now leased out on rents in some cases and used for the zamindars' purpose in other cases.
- (iii) The hill and forest poramboke are also dealt with in the same manner as in paragraph (ii).
- (iv) Public tanks. There are some instances where they are leased out for fishing in defiance of the wish of the villagers.

VIII. (a) Water distribution list shall be prepared by the Government in consultation with the tenants concerned according to the right, custom and convention existing if any.

(b) and (c) Since the landholders have abused their right of maintaining irrigation sources and works it is high time the Provincial Government should undertake this full responsibility of repair or maintenance of irrigation work deducting the necessary costs from the rents collected by the Government as suggested above.

IX. Yes.

X. (i) The legal status of undertenant in zamindari areas in relation to pattadar should be on a par with that existing in ryotwari areas.

(ii) Does not arise.

XI. (a) Special tribunal should be constituted for the purpose.

(b) Special courts should try the actions and proceedings between landholders and tenants.

XII. (a) As is being adopted in ryotwari areas.

(b) Yes. The collection should be in the hands of Government instead of landholder.

(i) *Instalment of rent collection.*—Varies in different zamindaries. In many estates they collect rents from their tenants at a period when the crops are hardly underway. A uniform system is to be enforced immediately in all the zamindaries to collect rent in four equal instalments beginning from January.

(ii) When an application is made for *subdivision of a patta* in a zamindari area by a tenant the District Collector should at once take necessary action for affecting such a division.

(iii) *All outstanding arrears of rent* due to zamindars should be written off.

(iv) The zamindars may feel glad under the pretext that termwari system would be taken into account in fixing rents. They are calculating too carefully that where high rents are lowered, lower rates of rents will necessarily be enhanced thus enabling them to have the same income. The committee should take into account the causes for low rents in zamindari areas. Low rents might have been fixed at the time of granting pattas under the following circumstances.

(i) The services rendered to the zamindar as in the case of servants, officials, relatives, friends and in whom they have any interest.

(ii) The low fertility of the soil at the time of granting pattas.

T. SATYANARAYANAMURTI.

**Memorandum by M.R.Ry. Kala Venkata Rao Garu, M.L.A.**

I. (a) The proprietor of the soil is the tenant. In times when there was no state as we know to-day, the land belonged to the community and to the actual cultivator who was a member of that community. The development of kingship and the corporate state are the result of the surrender of personal liberty in pursuance of the right for protection. Towards this end the tenant gave a contribution of *rajabhagam* from his produce and in



return expected protection at the hands of the enemy ; the least and his neighbour as regards his civic rights of peace and tranquillity. So, it can never be presumed that his individual or communal title to the land which he cultivated was ever a part of his surrender to the King or the State. As such I am of opinion that he is proprietor of the soil and not the zamindar.

(b) The nature of the interest which the tenant has in the land as distinguished from that of the zamindar is that he has the successive title of the land which he or his ancestors cultivated. This land he is to enjoy in succession and can never be ejected by the landlord. The only condition is that he has to pay the rajabhadgam to the King. The kings change and early in the 19th century, the King was the East India Company. The Company then not conversant with the affairs of this country wanted agents to collect their rajabhadgam and the zamindar who has been only a glorified farmer or izaradar stepped in. The Company could only confer upon him the right it succeeded to and possessed, namely the right of rajabhadgam. Therefore, it can be clearly seen that the tenant has a successive immemorial ownership of the land and the zamindar was an institution of recent origin. His contract was with the Company for a specific purpose and hence he stands distinguished from the tenant both as regards ownership of soil and his limited suzerainty over the tenant.

II. (a) A fair and equitable rent is that portion of the tenants' outturn on land called rajabhadgam. There is no sanctity of contract as regards its amount which can vary along with the prevailing economic conditions of the land. But this word is loosely used in the Estates Land Act and should be defined now. I feel that the criterion should be a portion of the market price of the outturn and should vary as the market prices of the previous fasli for that commodity fall or rise. The figure should be 30 per cent of the net outturn arrived at after deducting cultivation expenses, the data for which should be settled once in ten years. For the present I am in favour of enforcing the ryotwari assessment prevailing in contiguous areas, but this should be liable for revision as and when the ryotwari settlement is changed.

(b) The above paragraph answers this question also. I would also like to emphasize that the economic condition of the tenant should be the main consideration.

(c) I am of emphatic opinion that there should be a statutory provision for remission of rent. The principle should be that if the crop fails to the extent of bearing no return on the figure of the cultivation expenses settled once in ten years as indicated above plus a minimum maintenance of the dependant family ; remission should be granted. Rules detailing this should be statutory and hence obligatory.

(d) I am not in favour of the perpetual settlement of the rent as such. If the procedure indicated above is followed, there would be absolutely no difficulty in the future and if there be any, the civil courts can be allowed to decide it.

(e) Yes. The Provincial Government should necessarily have reserve powers to the extent of controlling the statistics and conclusions arrived at by a settlement officer and in determining the average market price ruling in the previous fasli, on any commodity and on which alone the assessment of the particular fasli is based. The Government should give wide publicity to the list of prices arrived at as suggested.

III. (a) Yes.

(b) A month ahead of the first date of demand a notice shall be issued to every bhuktadar detailing the extent of his holdings in the place and the amount due from him for the year. The amount shall be divided into equal instalments and the actual dates of payment should also be noted. The receipt should be a carbon duplicate copy of the original in possession of the landholder.

(c) When a landlord decides that without a coercive process the landlord cannot collect his rents, the sale process must be very simple. The sale notification shall detail the actual property brought to sale, the actual place and time. The notice shall be invariably served on the actual enjoyer of the land and no more property than is actually needed shall be brought to sale. The sale agency can continue to be the revenue courts.

IV. (a) Yes. The water rights should be inherent and should not be contractual.

(b) Except as a managing agent of the water sources, the zamindar should not enjoy any superior right. I am in favour of the state management of all water sources in the country.

V. (a) All the estates should be compulsorily surveyed and a record of rights should be maintained.

(b) The costs of surveying should be retrenched considerably. The zamindar should bear the entire cost of survey except the cost of demarcation stones.

VJ. No abwabs should be levied in addition to rent. The abwabs or additional levies are a feudal levy and bespeak of oppression.

VII. (a) The tenant should have free grazing for his cattle including goats and sheep, collection of green manure, fuel and wood for agricultural implements; but he shall not accumulate things for any commercial purpose.

(b) Answered above.

(c) All public paths and communal porambokes should never be owned or controlled either by the zamindar or tenant. They should be under the ownership and control of local boards or municipalities.

VIII. (a), (b) & (c) As indicated above I am in favour of state management of the water sources. The state has got an expert Public Works Department organization and so it can manage the business well and can effectively control the issue and storage of water. It can also maintain the irrigation works in good order. So, out of the rent collected, the landowner shall be obliged to pay a sum not exceeding a fixed proportion to the state for undertaking the upkeep of water sources.

IX. If my contentions as regards the varying assessment system based on the scale of price year after year is accepted, yearly zamabandi is an absolute necessity. When the question of giving remissions is decided favourably annual jamabandi is inevitable.

X. (i) The under-tenants should be given protection to the extent of non-eviction if he agrees to pay the stipulated rent to the tenant. That rent also shall be fixed on the basis of the gross yield in proportion of 2 : 3.

(ii) The under-tenant shall have no dealings with the zamindar.

XI. (a) I am in favour of a special tribunal.

(b) All questions of ownership and inherent rights shall be decided by civil courts and all administrative matters in revenue courts.

XII. (a) If the land were occupied, though without the permission twelve years before now, the land shall be owned by the tenant and he shall pay the settled rent. Otherwise the zamindar shall have discretion in the matter of assignment and may claim a reasonable premium.

(b) The custom as regards the various tenures mentioned varies from place to place. Wherever any difficulty exists as regards this, the matter will have to be fixed up when the proposed survey and record of rights will be created.

*Extra.*—I want that it should be provided that the zamindar should not own any seri lands and all seri lands got into his possessional through these years should be got assigned to the previous tenant families if any, or to outsiders.

K. VENKATA RAO.

**Memorandum by Mr. Chintalacheruvu Venkatadri, Cherla post, Nugur taluk,  
East Godavari Agency.**

I. (a) The zamindar is the proprietor of the soil.

(b) The landlord has the right of collecting a fair rent. The tenant has all other rights in the land.

II. (a) One-twelfth of the value of the produce of land after deducting the actual cost of cultivation.

(b) A fair rent should be determined with reference to the kind of soil, the kind of crop raised therein and the nature and amount of yield.

(c) There should be statutory provision for remission.

(d) Rate or share of rent should not be settled once for all. Principles that are being observed at present in determining the rent by means of periodical settlement should be adopted.

(e) Yes.

III. (a) No revision is necessary.

(b) Every ryot to be supplied with a demand notice which the karnam should prepare at the beginning of the year for issue to the ryot. Payment should be made in accordance with the demand notice. At the time of payment, the landlord should give a receipt under his signature.

(c) If there is delay in the payment of rent, the landlord to allow the tenant a reasonable period of time. If any dispute arises in this connexion, it can be settled by referring it to the Revenue Officer of that division. If the tenant still continues to be a defaulter, the procedure adopted by the Government in recovering arrears of land revenue may be followed with the help of the Revenue Officer.

IV. (a) & (b) Nil.

V. (a) Yes.

(b) The zamindar and the Government to bear the cost. Tenants can help them with men and necessary implements.

VI. The landholder should not demand fees other than rent from tenants.

VII. (a) The right to use natural facilities exists only in certain areas. Such rights should be based on sound principles and extended to other areas also.

(b) Such rights exist only in certain areas and should be fully extended to all zamin areas.

(c) The rights of tenants to use public paths, etc., are at present meagre. They should be widened.

VIII. (a) & (b) Nil.

IX. Yearly jamabandi as a rule is necessary.

X. Nil.

XI. (a) A special tribunal should be constituted.

(b) All disputes should be tried by special courts subject to the right of appeal by the parties.

XII. (a) The Revenue Officer of that division to evict the ryot who has occupied lands unauthorizably. The ryot may be asked to pay compensation to the zamindar for the loss of land.

(b) Nil.

CH. VENKATADRI.

**Memorandum by Mr. Gorrepati Venkata Subbayya.**

The following addenda is commended to the committee for careful investigation and embodiment in the Act:—

(1) When the ryot converts a ryoti land into a building site for constructing a house for the purposes of living or sheltering his cattle the tax payable on such land should be cancelled.

(2) The distinction between trees planted and improvements effected before and after the passing of the Act should now be done away with, as thirty years have elapsed since the passing of the Act and it is difficult to distinguish the old from the new. It encourages litigation by landholders claiming that trees were planted or improvements were made before the Act to deprive the ryots of the benefits under the Act.

- (3) The rate of rent (cist) collected on mamul wet lands in zamindaris irrigated by Government irrigation sources should in no case exceed the consolidated rate on bapat wet lands in the vicinity.
- (4) Unsettled and unoccupied waste land not being the property of any private owner the right of distribution amongst applicants for the same should be vested in the Government. Any distribution of such land among the relatives and dependents of zamindars since 1936 should be held as invalid. The Provincial Government should distribute these lands to applicants who do not possess any land and are desirous of cultivating it themselves either free of cost or at a nominal price. In no case should they be distributed by auction at competitive prices.

G. VENKATA SUBBAYYA.

**Memorandum by the zamin ryots of the D. Polavaram, Tuni taluk, East Godavari district.**

I. (a) Ryot.

(b) A zamindar is otherwise an agent that collects a legal share which befalls to the Government, out of the crop produce of the field. A zamindar has no other rights except the right of collecting such rents. So long as the ryot remits the Government's share out of the crop produce, he has an inalienable right over the land. The "kudivaram" right belonged to the ryot before the Estates Land Act came into being.

II. (a) It is justifiable to fix the rate of rent not exceeding  $\frac{1}{3}$  of the whole produce of the field, taking example of the ryotwari rent rate.

(b) (i) The nature of the land, soil, the status of the adjoining ryotwari lands, and the class.

(ii) The measures of improvements which the zamindar made with regard to the water-supply for the irrigation purpose.

(iii) The expenses which the ryot has to meet with for his cultivation.

(iv) The sources of the water-supply.

(v) The market-rate of the various produces of the land, convenience of markets to deliver the produce, roads and the other necessary comforts.

(vi) The family expenses of the ryot, seeds for the coming year, the amount of money which should necessarily be set aside to purchase the irrigation implements.

(vii) A subsidy to avoid scarcity of provisions and to invest upon khadi and other rural industry to be occupied during the period of rest from cultivation.

(c) Yes. The land rent must be refunded when the cultivation is utterly ruined either owing to excess of floods, or either from scarcity of water or when the water is not supplied by the zamindar's sheer negligence. The rent is to be dismissed completely when whole or more than  $\frac{2}{3}$  of the crop produce goes to ruins. If half the produce is ruined half of the rent is to be refunded.

(d) The amount of cist need not be settled once for all. But some regulations or rules can be framed to decide a reasonable rent. That must be known to the ryot. The power of rating the rent according to the rules or regulations must be vested either to the officials of the Government or to the court.

(e) The Government should reserve for itself such rights. They must be promulgated subject to some conditions. The appeal over them must be either to the civil court or special court.

III. (a) An amendment is indispensable.

(b) The right of distraining a movable property together with crop produce must be dispensed with. Some more rules must be framed in connexion with the field auction. Either personal or registered notices must necessarily be served at the time either of distraint or of auction, to the patta owners, joint tenants and mortgagees. The method of collecting rents may be considered to effect the method of ryotwari villages.

(c) (i) The legally authorized agent of the zamindar must be publicly declared in the villages.

(ii) The privileges of remitting the rents through posts and through Government treasuries must be multiplied.

(iii) Three equal kisties must be arranged for every fasli in the middle of January with regard to the instalments of paying the rents.

(iv) If the owner of a separate piece in a joint patta remits a legal or reasonable rate of rent to that particular separate piece of land, the zamindar, in order to collect the balance of income of the whole patta, must take action against the remaining shareholders holding the respective places of that patta, beforehand.

(v) The payments must be credited to the current year and also to the year previous to the current year; and the collected rent should under no circumstances be credited to the past faslis unless the ryot concerned complies to the same, in writing.

(vi) The zamindar must inform the ryot if the latter requests him, paying the postal, and other needful expenses, concerning the details as to the remittances of rent made by the various ryots enjoying the possession of the respective pattas.

(vii) Suits against rents must be filed only in the civil courts.

(viii) The rent suits must be of reduced stamp duties to effect a small cause nature.

(ix) All the rent suits not exceeding Rs. 50 must be arranged to be filed in the village courts.

(x) Distraint and auction notices must be served to all as mentioned in paragraph (b).

(xi) If the zamindar happens to purchase a land, in an auction sale, the ryot must be allowed to reserve the right of preserving the land for himself, provided he pays the overdue rent, interest, and other legal expenses within an year.

IV. (a) The water right is inseparable with the land right of the ryot that cultivates just by the side of water resources. Contracts may be arranged to supply water by means of special new canals, to the lands situating at some distance. But the contract rates must subject to certain conditions to avoid fluctuation and request enhancement of rates. The question as to whether a land includes in the ayacut must be independent of the authority of the zamindar. They must be settled either by the Government or by civil court.

(b) Zamindar has no more rights. It is wrong on the part of the zamindar to claim that right. The improving of water sources is incumbent on the zamindar simply because he is regarded as a benefactor. He can collect in the manner of rents for the expenses from the lands that have not been regarded as the ordinary wet lands. The zamindar should not attempt to draw any profit over them. The water rights must be settled strictly according to the conditions provided in the act instead of allowing the zamindari employees to exercise over them.

V. (a) Yes.

It is necessary to proceed to survey and to settle the records of rights. Many estates have not been surveyed even to this day. It is the origin of many a dispute. In such cases the disputes are being settled by the employees of the zamindar and their decision is final and without appeal. The zamindars have not been taking care to survey their estates. The survey must of force be introduced and the survey settlements must be made forthwith.

Joint pattas must necessarily be separated when the ryot desires, and necessary arrangements must be made in the act to effect the transfer of pattas.

(b) The zamindar and Government must bear it. It is not necessary that the ryot should bear it, nor are they financially in a state to bear them.

VI. No. In olden days when the income of the zamindars is too low the ryots used to enjoy many privileges when the income of the zamindar used to revert into the villages. The circumstances of nowadays are far from being such. There is no reason to collect additional commission as apart from the rents fixed in pattas.

VII. (a) There used to be a right for the ryot, before the Estates Land Act came to function, to graze his cattle, to get manure and wood for the implements of cultivation from the forests as well as from the meadows of the zamindar, gratis. Since the advent of Estates Land Act, the zamindars usurped the old said rights of the ryots and made them their own property. Therefore, for the ryots, certain rights must be reserved decisively to use the forests and meadows as they used to do in old times. Some rules may be imposed on the ryots to guard the trees and forests from being damaged. Certain privileges should be shown to the poor ryot that does not possess a meadow of his own. The forests, meadows, uncultivated and barren lands must be left for the common benefit of the villagers.

(b) The ryot must have a full right to use them, and the zamindar may use them along with the ryot. To avoid disputes and the consequent ruin of them; and to make certain arrangement by framing some rules; so that the privilege of them may be enjoyed in common; and to vest those powers in the absolute authority of village panchayats. In the event of certain matters, pertaining to the zamindar, called on to be decided, the privilege of allowing the representative of the zamindar in the board, may be granted. If a forest belongs to many villages the powers managing over it must be vested to the authorities of the district board or to the Government. The zamindar may use them for themselves, subject to a condition (paying a probable licence fees), as may safeguard the rights of the ryot.

VIII. (a) The big water sources and small water sources must be under the control of the Government and village panchayats, respectively. The zamindars may assume powers of managing over them as trustees only. The zamindar may water his fields situating within the ayacut, along with the other fields.

(b) The rules and water rights of an ayacut must be fixed by the Government only. The zamindar needs must, as a trustee, repair the water sources. In the event of his failing to do the same, the consequent failure of crop must be made good to effect refund of rent. The ryot must have a right to collect such refund of rent. The Government must reserve for itself certain special powers to repair the water sources, if necessary, even though the zamindar is reluctant of it.

(c) The Government must exercise through the officials concerned, in person. At present the zamindars are not taking an adequate interest in the same. The ryots have neither the knowledge sufficient nor the courage. They will be afraid of the estate employees. Fresh arrangements may be made for the convenience and benefit of the ryot and expenses thereof may be collected from the ryots, to whom the benefit accrues. In this the zamindar should not desire any profit.

IX. An annual jamabandi is indispensable. In the annual jamabandi the encroachment of lands, intended for common benefit, the loss of crop, the measures to be taken for the annual repairs of the tanks and canals, and disputes arising from overdue rents, may be dealt with and decided. The annual introduction of jamabandi will keep close the ties and foment the faith of ryots and consequently the zamindar will have an occasion to realize, and have the consciousness of their responsibilities.

X. Some of the patta owners possessing large areas of land are like the zamindars. Certain wise rules must be framed against their untimely and unreasonable attempts to increase taxation and removing their tenants from those lands which they do not, on such an event, mean to reserve them for self-cultivation. The landowner must have a right to remove a tenant only when the latter incurs trouble to the landowner by way of eluding to pay the rent in time. He must be allowed to reserve the right of paying the rent to the zamindar on his behalf and the balance to the patta owner. He must be allowed to reserve the usual privileges along with the other ryots.

XI. (a) This power ought not to be vested to the revenue board. In this connexion the power of finally deciding a matter must be vested either to the special tribunal court or to the High Court.

(b) They must be decided in civil court. If a special court is intended to be started the court must be of veteran lawyers or men of great experience in law and justice.

XII. (a) If a ryot encroaches a land belonging to the estate the zamindar may collect from him a legal and reasonable rent from that ryot. The zamindar should not ask such ryots to quit the land unless for special adequate reasons as reserving that particular land for him, to be cultivated.

The tank-beds, barren and other uncultivated lands must be removed from the occupation of the ryot and handed over to village panchayats.

(b) Such amounts may be given as the first mortgage on the land.

(a) When the aghaharams happen to be under the control, either of an association or some two or three people, they can be considered as estates. When they are alienated and happen to fall into possession of small inamdars, it is not reasonable to deprive such inamdars of the "kudivaram" right.

(b) The ryot must have an equal right with the zamindar over mines that may be found in the jirayati lands.

**Memorandum by Mr. N. C. Markandeya of Thondangi village, Tuni taluk, Pittapuram estate, East Godavari district.**

I. (a) The tenant is the proprietor of the soil.

(b) The ryot who cultivates the land without being a landholder, should have all the rights in the land which actual cultivators of Government and zamindari lands have. There should be no theoretical difference between the zamindar and the landholder who does not cultivate the soil.

II. (a) A fixed share of the yield.

(b) A fair rent should be based on the net income the ryot gets from the land.

(c) There should be statutory provision for remission of rent.

(d) Rate of rent for a particular area to be settled once for all, on the basis of the minimum yield and the minimum prices.

(e) The Provincial Government should have only the power to reduce rents through their settlement officers wherever they may consider such rents to be unjust. They should not have any other power.

III. (a) & (b) The powers given to landholders to collect rent under the Madras Estates Land Act, should be taken away from them entirely.

(c) Collection of rent and registration of sale of land should be entrusted to village panchayats.

IV. (a) Rights relating to water-supply belong to the ryot as per *cowle* (lease-deed). No other contracts are necessary.

(b) According to the *cowle*, the landholder has no superior right and should not have any except that of maintaining the water-sources.

V. (a) Yes, as a rule.

(b) The landholder to bear the whole cost.

VI. The landholder should not demand any levies other than land-rent.

VII. (a) & (b) The tenant has the right to utilize the local natural facilities strictly for his agricultural purposes. If he uses them for his private profit, he should have to pay a reasonable compensation.

(c) Ryots have the full right to public paths and communal lands. As regards forests and village porambokes, both the ryots and the public have joint rights.

VIII. (a) The zamindar is bound to maintain and keep in good condition all the irrigation sources. Else, there is no justification for his collecting rent.

(b) Yes.

(c) Powers to be applied on application by ryots.

IX. Yes.

X. The under-tenant in zamins should have all the rights that are being enjoyed by the under-tenants in Government areas.

XI. (a) The Board of Revenue to continue as the final appellate authority.

(b) Should be tried in civil courts only.

XII. (a) Proper investigation should be made regarding encroachments and pattas granted to the ryot concerned in respect of the land under his occupation at rates applicable to adjacent lands. No penalties should be imposed for unauthorized occupation.

(b) (No answer given.)

**N. C. MARKANDEYA.**

**Memorandum by Mr. Bulusu Soorayya, ex-servant of Pithapuram estate, Pithapuram, East Godavari district, and now a ryot and inamdar.**

I. (a) The tenant is the proprietor of the soil after the passing of the Madras Estates Land Act for all practical purposes as the tenant is dealing with the land in his holding as he likes in disposing of the land either by sale or gift. The Estates Land Act converted "Bhoopati" into "Dhanapati" though the land and the produce thereon stand as first charge for the rent due on the holding to the zamindar. The soil is of two kinds, "sub-soil and super-soil" where the reservation of mining rights is made under section 7 of the Act. In cases where mining rights are reserved I don't think that ryots will allow the landholder to dig mines in sub-soil as supersoil is to be dug out first against the interests of the ryots.

(b) The interest of the landlord now is only to see whether his ryot is rendering the holding or any part thereof unfit for agriculture and is exercising any acts in the holding other than those allowed to him by the Act. The ryot can improve the soil to make it more fertile to his own benefit.

II. (a) The rent now paid by the ryots is itself fair and equitable as defined in sections 28 and 168 (2) of the Estates Land Act.

(b) The locality of the soil, the water-supply advantages, the income on the adjoining inams or on the inams of similar description and advantages in the neighbourhood, the crop raised by the ryot generally, the income that comes to the ryot are the chief considerations to be taken into account in fixing a fair and equitable rent. In this connexion I have to point out to the authorities that the ryots of several holdings have been raising in their ryoti lands plantain, coconut, graft mango, sapota, guava, orange, etc., gardens at a cheap cost after the passing of the Estates Land Act gaining a yearly net profit of Rs. 100 or even more on an acre and this fact is also to be considered to fix a fair and equitable rent.

(c) In my humble opinion it is unjust to make any statutory provision for remission of rent unless the extent is diminished by some reason or other, namely (1) by erosion of land in the holding (2) by acquisition of land by the Government under the Land Acquisition Act (3) by permanent deterioration of the soil by deposit of sand, etc. Remission may be granted by the authorities who can impose new taxes from a different corner to replenish the loss, and not by the zamindars who are mere landholders who have no power at all to increase their rents by even any small amount without taking recourse by applying to the Collector, only under particular grounds under section 30 of the Act. In any special famine years the landlord may be requested by the tenants whose crops have seriously failed to grant them remission and the zamindar, after due inquiry, at his own mercy grant remission showing his humanity to the public.

(d) The extent of a particular area mentioned in the question may contain a number of holdings without similar description or advantages and so the rent may vary in each case with reference to the advantages and disadvantages of the holdings and so the existing rents thereof may be considered to be fair and equitable until the contrary is shown. So it is advisable to determine what fair and equitable rent of a particular holding is when the question is moved before the authorities concerned.

(e) Please vide my answer to the above question II (d).

III. (a) Yes: they require much revision for the benefit of both the parties.

(b) The movable property distrained is being kept in the custody of the village munsifs except in a few cases in which the property is being left in the charge of the landholder's agents. Whoever is the custodian the custodian engages two men of his own choice to watch the property day and night at a cost of about six annas a day for each till the distress ends in one way or the other which may be in most cases after some months. By that time to what extent the watching charges and interest will grow against the defaulter or his sub-tenant I need not say. In addition to this burden the defaulter or some one on his behalf or both will have to bear the poundage or commission to the Government and other costs for bringing the distrained property to sale. Though section 106 (1) says that a sum not exceeding one anna in the rupee of sale proceeds should be deducted and remitted to the Tahsildar first towards the cost of sale, I do not know, whether any sale officer deducted less than one anna in the rupee of the sale proceeds as the section does not enjoin to recover one full anna in each rupee for the cost of sale from sale proceeds. In this way costs are growing against the poor tenant or his sub-tenant and so on. From the date of issue of demand notice or distraint till the date of its end so much procedure has to be undergone and at each stage some amount must be spent by the distrainer first and all the aggregate amount is to be recovered from the defaulter at the end of the affair. By all these costs the unfortunate ryot is suffering a lot. Now let us think about the fate of the landholder. As already



said the distrainer (landlord) is to pay the costs including the watching charges, etc., of the distrained property first and at the close of the transaction or measures taken he will have to furnish to the sale officer a statement of expenses incurred by him throughout the case and the sale officer shall pay to the distrainer (landlord), only such amount as he thinks fit to allow. His decision will be at his mercy. What about the balance of expenses incurred by the landlord in distraining the property and bringing it to sale? If either the distrainer (landlord) or the owner of the property distrained is dissatisfied with the sale officer's decision as to the expenses the Collector shall determine the expenses on appeal to him by the aggrieved party. Thus the expenses will grow by this existing procedure and so the procedure must be changed in order to be simpler and less costly. For that I humbly propose some method. The property distrained for the rent due to the proprietor should be kept in the custody of the defaulter instead of being kept in the custody of the village munsif or some other person as is generally done and the defaulter should be held responsible in writing before a Deputy Tahsildar or Sub-Magistrate concerned for the safeguard of the distrained property and for presenting it for sale when required. If the Deputy Tahsildar or Sub-Magistrate is not available at that time such writing of the defaulter's undertaking shall by law be allowed to be sent to the Deputy Tahsildar or Sub-Magistrate concerned through the village munsif of the village in a prescribed form which should be in triplicate file with village munsif who should be directed to give one of the triplicate copies to the distrainer immediately who should take further steps later on as prescribed by law. This saves lot of trouble and expenses and makes the procedure simpler and less costly.

Now it remains to consider about the procedure for sale of holdings for the recovery of arrears of rent due to the landholder. There is a great cry from all corners in saleable interest sale cases in respect of holdings for which there are joint pattadars and enjoyers, etc., for want of sufficient care and justice owing to the negligence or indifference of the village officers, etc., in proposing portion or portions of the holding for sale for the recovery of the arrear rent due to the proprietor. Instead of proposing the actual defaulter's portion for sale the portion of the person who has already paid his share of dues and owes nothing to the landlord is being proposed for sale and till after some time of disposal of the case the matter will not reach the ears of the enjoyer who is owner of the plot sold and when it comes to the notice of the owner of the plot he can do nothing but to weep as it is too late to do anything in the matter. Thus so many people have suffered and are suffering. Though the injustice comes to the notice of the owner of the plot proposed for sale, sufficiently early and he takes steps to get rid of the injustice or mischief done to him either in estate office or in the Government court the result will be naturally is that he is legally bound to pay the dues in question as joint liability will not cease by paying his share of rent due upon the whole holding. This answer is justifiable too. So the only course that can put down the cry of such jointdars is in my opinion to give the proprietors such power as is necessary to make subdivisions and to make proper distribution of rent on all the subdivisions in the holding and to enter into separate engagements with each of the subdivisiondars. If any of the subdivisiondars is dissatisfied with the proprietor's action he shall apply to the Collector within three months from the date that the proprietor's action is made known to him by the proprietor or his authorized agent. This method can be followed when the transferor or transferee or any other person applies to the proprietor who shall be empowered to give notice to all the parties concerned by getting it served through any Revenue officer not below the rank of the Deputy Tahsildar under the District Collector. After the notices are received back by the proprietor after being served the proprietor shall have power to take action as above mentioned, after the time given to the parties in the notices is over. This course, if adopted, I think, will save a good deal of trouble and expense to the jointdars and do justice to them. The procedure for recognition and distribution of rents as enjoined in section 145 of the Estates Land Act will be greatly minimized and the parties benefited very much.

(c) Please vide my reply to question III (b) above.

IV. (a) The rights of the tenants to water-supply vary with reference to the lands for which they are ryots. Some lands situate in deltaic area and other lands in non-deltaic area, some of the lands of deltaic villages are irrigated by anicut water and the remaining lands of the same villages are dry and they depend upon rain water. Other villages belonging to the proprietor are called up land villages in which the lands are of two kinds as dry and wet lands. The dry lands are rainfed lands and the wet lands are irrigated by natural streams which are entirely under the control of the proprietor who will supply water through his officials to the first crop of the wet lands free of charge and to the second crop on condition of paying water-tax to the proprietor.

(b) The proprietor has got every right in the water sources in the estate. It need not be called superior right as if there were any inferior right to his ryots or any others. The proprietor is the maintainer of the water sources in his estate to keep them in good order at his own cost for all kinds of irrigation works whenever and wherever they are required and he is looking to the proper distribution of water to the lands in his estate. He stores the water in the tanks of his estate for supply to irrigate the fields in times of need.

V. (a) Yes, it is really compulsory.

(b) This is not a difficult question to solve in my opinion. The cost of survey and the preparation of record of rights shall be divided, to satisfy justice, with reference to the compensation received, by the parties concerned from the Government for the ryoti lands taken up for public purposes. By this justifiable process more of the cost falls upon the ryot. When the cost of survey, etc., is so divided to be borne by the proprietors and his ryots there remains to decide the proportion of such cost to be borne by the inamdars, etc. This can be decided with reference to the extent of land belonging to them surveyed and record of rights prepared therefor.

VI. Yes; but they must be embodied in the pattas and muchilikas exchanged.

VII. (a) The tenants cannot have any rights for utilization of the local facilities referred to in the question free of charge if the facilities are available, only in the area of the estate covered by the sanad granted to the zamindar and liable for payment of peishcush; but preference should be given to the tenants for reasonable cost when the zamindar wishes to sell the facilities.

(b) By the word "tenants" in the question I understand that they are persons to whom lands are given by the proprietor for agricultural or other purposes on contract and the persons must act up according to the terms of the contract.

(c) With regard to the public paths and communal lands the existing practice should continue and with regard to the hill and forest porambokes it is a matter to be considered and decided well after the estates are surveyed and record of rights maintained. Till then the existing practice should continue.

VIII. (a) I humbly suggest one thing for this. The respective owners of all the estates may be called for by the District Collectors concerned to furnish them, within a fixed period, with a list of all the irrigation sources of all the villages in their estates together with the "Ayacut" under them and on receipt of the lists by the Collectors they may be compared with the lists of the irrigation sources that may be similarly called for and received from the village officers of each of the estates showing against each item the year in which it was last repaired by the concerned estate authorities and the lists may be determined once for all for the time being and then they may be got printed at the cost of the estate concerned and then sent to the owners of respective estates after sending some copies to the Tahsildars and Deputy Tahsildars concerned. Then when a number of ryots holding lands under any irrigation source apply to their landlord for repairs to the irrigation source and if the landlord does not take any action within fifteen days after the receipt of the application from the ryots the ryots will have to apply to the Tahsildar or Deputy Tahsildar concerned saying that the landlord has not taken any action upon their petition for repairs to the irrigation source and requesting the Tahsildar or Deputy Tahsildar at the same time to inquire into the matter and cause the repairs done by the landlord if the irrigation source is found in the personal inspection of the Tahsildar or Deputy Tahsildar to be in need of repairs. The Tahsildar or Deputy Tahsildar must be empowered to do this and to report the result to the Collector. This method benefits the ryots and avoids the blame against the landlords that they are neglecting to get the irrigation source repaired though necessary.

(b) If my suggestion in the answer to question VIII (a) is accepted and after it is put into force for a couple of years and if it does not work up well this question VIII (b) may then be considered.

(c) Please vide my answers to questions VIII (a) and (b).

IX. Yes. It is highly necessary but it is not so practicable in the estates so far as I know; because the Government conducts two zamindari one for the first crop and the other for second-crop every year without fail successfully and the village officers will not submit the necessary accounts to the zamindars for their zamabandies saying that they are very busily engaged in the preparation of the Government work staying in Government Taluk offices and so the zamabandy work cannot be done either in time or beyond the time in spite of severe repeated attempts of the estate authorities.

The village officers do not care the estate calls as they naturally and awfully fear the Government officials that they (the village officers) will be severely punished if they do not attend to and close the Government work in time satisfactorily. So the zamindars are disabled and compelled to stop their zamabandi work leaving it to take its own time even after the close of the fasli. Even then whatever little work is done under the name of the zamabandi it is mere farce and *No zamabandi at all*. Therefore not even one zamindari in any year is done in the estate. I don't see any proper remedy for it.

X. Both the pattadar and the zamindar should have equal rights to proceed against the under-tenant for recovering the rent due to them in respect of the powers for distraining the movable property subject to the conditions laid down in section 77-F, (1 and 2) sub-section, when the under-tenant notified the distrainer that he is the cultivator or the owner of the property (distrained) I do not see any need for the exchange of the patta and muchilika with the under-tenant either by the zamindar or pattadar.

Many of the existing tenants or enjoyers of the ryoti lands, are those who purchased the occupancy and hereditary right in them at a great cost depending upon the Estates Land Act. Their under-tenants if any are mere cultivators of the ryoti lands who paid nothing for the land; so they cannot have or claim legally occupancy right in them and they are bound to be ousted from the land as per terms agreed upon between the tenants and their under-tenants.

XI. (a) There must be a special tribunal in every district as final appellate and revisional authority so that it may be within the easy reach of the parties, to decide the disputes between the landholders and the tenants or ryots.

(b) It is highly desirable that actions and proceedings between landholders and tenants be tried in civil courts as speedily as possible as it would be very convenient to the poor tenants as well as to the landholders as the civil courts are stationary so that the vakils engaged by either party need not leave their headquarters to conduct the case as in the case of their engagements in Revenue Courts held by touring officers. A great deal of inconvenience and expense are caused to the parties when the disputes are posted to be heard in camps of Revenue Officers for the engagement of the vakils who then demand their day fees and so on.

XII. (a) The same reliefs and remedies which the Government have in respect of unauthorized occupation of Government lands may be allowed to zamindars in similar cases.

(b) The powers given to the zamindars for recovery of the arrear rents due to them from the ryots of their ryoti lands may be extended for the collection of arrear jodi, poruppu and kattubadi too. There are numerous alienations of the lands on which jodi, etc., are due to the landholders or proprietors and not even one of the alienations or divisions of such lands is reaching the ears of the proprietors and the collection of jodi, etc., is becoming very troublesome to the proprietors and a trying matter over the zamindars as puzzles.

*Additional points which may fall within the scope of the Resolution of the above Committee.*

1. *Effect of the Estates Land Act.*—I think it is the intention of the legislature to help and improve the condition of the tenants by passing the Act giving the tenants occupancy and hereditary rights in the ryoti lands then in their possession and the persons who shall be thereafter admitted by a landholder to possession of ryoti land in his estate; but the result in the long run deprived many of the tenants of their ryoti lands by their own sales and converted them into coolies or paupers and consequently most of such ryots who lost their holdings had to leave their villages for some other places for their livelihood. The fact that how many holdings have been how many times sold by the tenants and passed from one hand to another on account of sales for the discharge of their debts may be easily seen from the yearly "Amarakam" or lease accounts maintained by the proprietors from the year in which the Madras Estates Land Act was first passed, i.e., from 1908 up to now as the names of the pattadars have been replaced by the purchasers. This fact may also be judged, from the sale deeds of ryoti lands in the several estates, through registration offices in which they are registered. I cannot say what a huge amount was spent for the stamp duty and registration fees of such sales in all these years. Some ryots of several vilages used to ask me whether there is any hope of repealing the Estates Land Act. I told them that.

on the request of the ryots the Government may repeal the Act by legislature and they said that the influential and rich ryots will not join them to so apply to the Government collectively and so on. I have not mentioned here about the cost of stamp duty and registration charges for the mortgages of the ryots' holdings, which may also be very much.

N.B.—I submit that there may be local peculiarities in several estates owing the natural conditions and my answers mostly depend upon my knowledge in the Pithapuram Estate.

2. *Enhancement of rent.*—Section 30 of the Act provides for enhancement of rent by applying to the Collector under certain grounds. One of the grounds is the rise in prices of staple food articles in the locality specified in the section. The enhancement should not be urged on the holding of a village in which no staple food crops are raised as the ryots of those holdings will not have any benefit by rise in the prices of staple food articles, and on the other hand they will have to suffer, like those who have no lands as they have to purchase staple food articles at a higher price as there is rise in the price of those articles.

3. *Subdivisions of holdings.*—When subdivisions of a holding are made with the distribution of proportionate rents thereon either at the request of transfer and transferee, etc., or by the decree of court or by division in the family of the ryots the water-source of the whole holding should also be arranged to be extended to all the subdivisions in the holding as otherwise the subdivisiondar at the water-source will not allow the water in the source to flow to and irrigate the land of another subdivisiondar. Unless this proposal is accepted and is put into force, even for the previous cases the trouble of the subdivisiondars suffering for want of water-supply when needed will not cease. This sort of arrangement should be provided in cases where portions of holdings are sold for the recovery of the arrear rents due to the zamindars. Path conveniences should similarly be arranged for all the subdivisions.

4. *Forests.*—There are forests in some estates but there are no communications to some of the forests for either giving permits or marketing the timber. The zamindars are unable to invest funds for making roads to their forests for cutting and bringing out the timber. So neither the zamindars nor their ryots are benefited by such forests as there are no roads to them. The forests, I learn, contain valuable trees like teak, etc., growing since so many years without being cut. I beg to propose that the Government may be pleased to grant loans for laying roads to such forests on condition of repaying the debt to the Government with 6 or 7 per cent per annum in a fixed period so that the zamindars and their ryots and general public who are all British subjects may be benefited. This arrangement gives lot of livelihood to road makers, contractors, wood-cutters, sawers, coolies and cartmen, etc., besides the persons of the Engineering Department. Some of the zamindars are already in debts and so I need not say that they are more disabled to invest any money for roads to their forests. If roads are made by the Government by giving loans as proposed above the zamindars can easily discharge their old and new debts.

5. *Drainage and water-supply.*—There are some villages which are suffering for want of drainages and there are other villages which are suffering for want of water-supply. To put an end to these wants the Government may be pleased to direct through their Collectors, their Revenue Officers not below the rank of Deputy Tahsildars to enquire into these wants by their personal inspection and then the zamindars concerned may be asked to remove the wants in a fixed time by doing the needful. The improvements thus done by the zamindars may be got registered in the Collector's office so that the zamindars may apply to the Collector for enhancement of rents on the holdings benefited by these improvements.

6. *Lanka lands.*—The lanka lands are subject to many changes by being situated in the rivers which receive floods yearly from June to November which may cut off, cover up with sand and grow the Lankas on one side of the other. The growths are of two kinds called lateral and vertical. After the floods are over so far as they are not disturbed by floods. The Lankas are cultivated by owners or their ryots, etc., on their behalf. How the respective owners identify their Lankas after floods which disturb several marks on the land is simply imaginable and it is more imaginable to identify any lanka washed off once by floods and which reappears by subsequent floods. To make matters easier, the Government got surveyed the rivers. For instance, the river Godavari was surveyed in 1903 at first under "The River Conservancy Act" and it was surveyed again subsequently. The two surveys were done on different methods. It is not known which of the two surveys is now a guide to any of the parties owning lankas of the river which flows through the zamindars' and others' lands. Unless a guide of survey is known record of rights can't be prepared as referred to in question 5 (a) of the committee.

B. SOORAYYA.

**Memorandum by Mr. K. Raghavacharyulu Avargal, M.A., B.L., Vakil and Secretary  
Bar Association, Cocanada, dated 11th December 1937.**

I. (a) The proprietorship in the soil has from times immemorial belonged to the ryot. The king as protector of the people was entitled as remuneration for his protection of his subjects to a share of the produce extending up to one-sixth of the net produce. In the writings of the ancient law givers, there was not even a provision empowering the king to sell the land for default of payment of revenue or to transfer the land to another. The latter mode was adopted by the Muhammadan rulers when as a result of high taxation, the cultivators did not find it worthwhile to cultivate their lands. Distrain and sale laws were quite foreign to ancient Hindu Law. The modern notion of the king's ownership of the soil is an outcome of the impact of Feudal notions of the West and early regulations and judicial decisions of the British period. These were subsequently set right and it was finally recognized that the proprietorship in the soil always vests in the ryot. (Vide G.O. No. 1008, Revenue, dated 21st September 1882.)

The remuneration received by the king through his officers varied up to one-sixth of the net produce of the soil. It is more of the nature of revenue than of rent. To distinguish the king's share from that of the tenant the words 'melvaram' and 'kudivaram' are used.

(b) The words 'landlord' and 'tenant' are loosely used. The ryot came into existence not under any letting by the sovereign of the day but independently of him. There is no analogy between the Indian ryot and the English tenant and therefore the relation of landlord and tenant which implies that the latter derived his title through the former does not exist between the Indian ryot and the zamindar or Government. The ryot was entitled to hold the land as long as he pays the revenue and in default his tenancy can only be determined by legal processes taken under the various Acts like the Revenue Recovery Act, Estates Land Act, etc.

The zamindars were either—

- (i) The heads of various divisions or districts of the kingdom.
- (ii) Farmers of revenue created and recognized as such in the early days of the East India Company.
- (iii) Persons who asserted ostensible right in a tract of country and became semi-independent like the poligars and chiefs of Southern India with whom the company had to settle to establish its power.

The assertion by the zamindar to the ownership of the soil is a corollary of the sovereign rights of the King and has been equally negated. With reference to home-farm and pannai land, the zamindar is the proprietor.

II. (a) & (b) Rent is fair and equitable if it is not felt by the ryot as oppressive having regard to the various circumstances that govern the fixing and regulation thereof. The circumstances are—

- (1) The nature of and average yield from the soil.
- (2) The average prices prevailing in the locality for foodstuffs.
- (3) The irrigation or other facilities appurtenant to the holding and regularity of the yield.
- (4) The economic conditions of the area, the possibility of periodical inundations, the tendency to famines, the paucity or otherwise of the rainfall, agricultural pests, existence of conveniences for cultivation, etc.
- (5) The expenses reasonably required for the cultivation of the holding including seedlings, planting, weeding and harvest and purchase of cattle.
- (6) The domestic needs of the tenant and his family.
- (7) The margin for bad crops, pests, renewal of agricultural implements and cattle and storage of seedlings for next year.
- (8) A possible saving for the extraordinary expenses of his household like marriages, etc.

The existing rates of rent in the zamindari are abnormally high in some villages the rent rising to four times of that paid in adjoining Government areas. When the permanent settlement was passed, the peshkash was fixed at two-thirds of the collections made by them and their position of the zamindars was made safe in that the Government precluded itself from raising the same at any time. No such safeguard was made with reference to the actual ryots though the several despatches issued by the Government prior to the permanent settlement made mention of the fact that the zamindars should not demand from the ryots anything more than the accustomed rent nor dispossess them. The Government also reserved express powers to pass regulations that might be expedient in the

interest of the ryots. Clause 6 of the Regulation XXX of 1802 consolidated the dues payable to the proprietor under the various heads. The zamindars who were very powerful gradually raised the rents to the maximum and even ejected the ryots from their holdings. Prior to the passing of the Madras Estates Land Act, they were still further raised and the zamindars secured the right of a periodical enhancement. If rents cannot be reduced to what they were at the time of the permanent settlement, still they can be brought into conformity with the rents in the Government areas. It appears that the rent even in Government areas is high and an attempt should be made to bring all rents in Government and zamin areas down to *one-sixth of the net produce or one-tenth of the gross one*.

III. (a) & (b) The realization of rent by distraint and sale of movable property should be abolished. It should only be recoverable by a suit either personally from the pattadar or by enforcing the first charge on the holding; a public notice of the amount due has to be published in the local gazette and other popular vernacular paper. The existing instalments of September to December should be changed and the system to be brought in conformity with that existing in Government villages, i.e., January, February, March— $\frac{1}{4}$ ,  $\frac{1}{4}$  and  $\frac{1}{4}$ . A similar change in the payment of peshkash in three or six instalments from January to March or June as the case may be.

(c) The forum for the realization of rent by suits should be the civil court and the rent suits can be instituted as small causes with powers of enforcing the charge in execution over the holding. Prior to the suit, a notice ought to be issued to all the pattadars, to the persons in possession and to mortgagees who have given notice to the zamindar of their mortgage rights over the holding. A copy of the arrear notice should also be put up in the village office for information. The ryot should also be empowered to deposit in court under provisions analogous to the Transfer of Property Act whatever amount is in his opinion the sum due to the landholder.

Remission should be provided in the statute in case of failure of crops due to circumstances beyond the control of the ryot. It should be of the whole rent where the yield is less than one-fourth of the average crop; of half the rent if the yield is between one-fourth and half and of one-fourth of the rent if the crop is more than half and less than the average yield.

(d) The rent should be fixed once for all and the waram system should be abolished. The share and the commutation prices should be the guiding factors.

(e) Once the rent is fixed, it should not be altered at the instance of the landholder. But the Provincial Government may reserve general powers of revision in cases of failure of crops owing to famine or floods or violent economic changes in the country. The relief given to ryots should entitle the zamindar to have a pro rata deduction in the peshkash payable.

IV. (a) All ryots are entitled to free water-supply to their holdings and the right is appurtenant to the land. It is not a matter of contract with the landholder. The landholder has no higher rights in the water sources or water therein. He has a right to receive water for his homefarm land as any other ryot in his zamindari. The rights incident in him in reference to the water sources are the right of distribution and proper repair.

(b) The rent fixed on the holding is sufficient to recompense for the water used by the ryot. The rights of raising a second crop must be regulated in reference to the water-supply available therefor either according to usage or rules framed for the purpose. Lands classified as dry can be irrigated as wet provided water is available without prejudice to other ryots holding wet lands in the area.

V. (a) Estates should be regularly surveyed and holdings demarcated. The decision as to boundary or area and other decisions of the Survey authorities should be settled in the civil court by suits filed by the parties aggrieved in this behalf. A record of rights should be maintained and copies given or supplied to the ryots at a nominal cost. All the holdings should be subdivided and joint pattas should be put an end to. As in the Government villages, even a few cents should be registered as a separate holding if it belongs to a different owner. Proportionate rent should be fixed on the holdings or parts so divided and the division or apportionment of rent should be liable to be questioned in the civil court.

(b) The cost of survey and settlement should not be taxed on the poor ryot. But as regards the cost of subdivision of holdings, one-half should be charged on the estate while the other should be rateably distributed among the holders of the separated plots in the patta.

VI. Rent payable should be fixed once for all and the landholder should not be entitled to levy extra fees or rusums or other customary dues. Education, sanitation or other village cases can, however, be added to the rent but should be set apart to be used by the Government for the purposes for which they were intended.

A number of cesses like the kanganam, kulavettu, etc., are prevalent in various zamindari areas. They should be totally abolished. The fair and equitable rent fixed on each holding is sufficient compensation for the irrigation facilities, or other purposes for which the cesses were originally intended.

No custom or contract to pay such cesses should be recognized. The purposes for which the cesses were imposed in ancient times have either become extinct or nugatory. Fair rent being fixed on each holding, the zamindar should be bound to keep the irrigation works in repair or pay the village establishments or artisans.

VII. (a) Wherever natural facilities exist, ryots should be entitled free of charge to graze cattle, to collect manure or cut wood for agricultural implements provided such reasonable enjoyment is regulated by rules framed by the officers of the Government in this behalf. The ryots are not, however, entitled to use such facilities for trade or profit unless they obtain licences in this behalf on payment of reasonable fees. But such licensing should not be permitted where the facilities are insufficient or are barely sufficient for the needs of the surrounding ryots.

(b) A study of the growth of the village communities in the East and West would convince us that the ryots have an inherent right to use these facilities for domestic or agricultural purposes free of cost. The pasture or forest land attached to the mark or the village was intended for common use and regulated amongst the villagers themselves. It is a sad feature of the modern times that the ryots have been deprived of immemorial rights in communal, pasture or forest lands attached to their holdings. The kumaki land of South Kanara and the netticut privileges enjoyed by the ryots are examples of the survival of such rights inherent in them even to the present day.

(c) The zamindar or landholder should not have any rights over the public paths and communal lands. In hill and forest porambones, so far as they are necessary to the ryots for the enjoyment of their privileges like grazing cattle or collecting manure or felling wood for agricultural implements, the landholder should not have any rights except of supervising and regulation. But he should be empowered to use the areas not so required to increase his income by leasing or other methods.

VIII. (a), (b) & (c) All the minor works of irrigation should be under the Government supervision and necessary repairs should be made from out of funds supplied in this behalf. Major irrigation works and sources should be kept in good order by the zamindar and the power of supervision over the same should be vested in the officers of the Government.

The officers of the Government should have the powers *suo motu* or on an application from the villagers concerned to call upon the zamindar to effect the necessary repairs and where the zamindar does not comply either wholly or partially with the demand, the Provincial Government should be empowered to effect the necessary repair itself and recover the cost from the zamindar.

The right of distribution of water in the sources and works should be according to rules made by the Government, but subject to alteration or revision as exigencies require.

The officers of the Government should be empowered to make a quarterly or half-yearly inspection of the works and sources and submit the report to the Government. The village officers and the elders of the village should be in charge of distribution of water from the minor irrigation works but subject to the control of the zamindar and the Government in case of complaint from the parties concerned.

Where owing to the non-repairs of the irrigation works there is a failure of the crop on the lands, a corresponding abatement of rent should follow.

IX. Yearly jamabandi by a tour in the villages and not in the headquarters is absolutely necessary for the ventilation of grievances of the ryots; it should be done by a responsible and high official of the district. The necessary action should be taken to redress the grievances after giving the zamindar an opportunity to rectify the matters complained of.

X. The under-tenants in the holdings should not have any heritable or alienable rights in their leaseholds. But they should not be subject to frequent ejections except where the rent payable to the ryot remains unpaid, or where the tenant becomes insolvent or where the lessee does anything prejudicial to the interest of the lessor. In cases of flood or famine, they should be given adequate relief as against the lessor. They should be empowered to pay the zamindar the rent payable on the holding and deduct it after giving a notice to the lessor concerned from the lease amount. The rights *inter se* between them and their lessors should be governed by provisions analogous to those in the Transfer of Property Act and a provision to that effect should be introduced in that Act.



As regards the zamindar and such under-tenant, there cannot be a privity of contract, nor can there be a privity of estate as between a lessor and sub-lessee as the zamindar has nothing to do with the kudivaram interest in the land.

XI. (a) & (b) It is not desirable that the Board of Revenue should be the final appellate and revisional authority. Nor is a special tribunal necessary for the purpose. The High Court is competent to dispose of such matters, which usually involve complicated questions regarding the jural relationship between the landholder and the ryot.

The revenue courts should not have any jurisdiction under the Madras Estates Land Act. It is desirable that the civil courts should be vested with jurisdiction in all matters arising under the Estates Land Act. Rent suits may be conveniently tried on the small cause side and the first charge be enforced in execution.

XII. (a) Sections 163 and 163 (a) of the Estates Land Act are comprehensive enough to cover cases of unauthorized occupation and damages therefor. Usually such a contingency arises from encroachment or disputed rights as between the landholder and the ryot. The rent payable on the holding is sufficient compensation to zamindar and there is no necessity for additional penalty. It is unfair to extend the doctrine of damages or mesne profits to such cases. Clause (2) of Section 163 should be omitted and consequent changes made in Section 163-A.

The forum should be the civil court.

(b) Yes. The jodi, poruppu or kattubadi should be recoverable as rent and be a first charge on the land, as in the case of rent. The arrears should carry interest at a reasonable rate not exceeding 3 per cent.

Additional matters to be considered.

(a) The definition of the 'Estate' and landholder should be brought into consonance.

(b) The agraaharamdars where the original agraaharam is subdivided into small and separate holdings, should not be treated as landholders. The extent and yield should be considered in prescribing the limits of subdivisions in which occupancy rights cannot be acquired.

(c) Darmila inams which are usually small in extent should be outside the operation of the Estates Land Act.

(d) The ryot or the inamdar should be free to explore and work the mineral resources including quarrying of stone in their holdings subject to the payment of a reasonable royalty to the State.

(e) Wherever there are not communal lands, porambokes or pasture grounds sufficient for the use of the villagers, they should be acquired and the cost to be divided equally between the landholder and the body of ryots in the village.

(f) Cesses levied for education, sanitation, etc., should be earmarked in the first instance for the village. A free elementary school, a free hospital and facilities for drinking water (tanks or wells) should be provided in each village.

(g) The leasing out of tank-beds or other communal lands should be put an end to and the ancient tanks should be stored as sources of irrigation.

(h) Transfer of holdings should be automatically recognized by the landholder, joint application being taken from the alienor and alienee in the registrar's office and forwarded to the zamindar and Government for change in the registers.

(i) Survey maps, diglot registers or record of rights registers should be always available for sale to the ryots at a nominal cost. We regret to note that this is not also observed in Government areas.

(j) Trees on the holding should be included in the holding and no separate tree pattas should be countenanced. The reservation made in 1908 is not now necessary owing to lapse of time.

(k) All contracts for increase of rent owing to new works of irrigation or of permanent improvements to old ones should be declared void.

(l) The periodical enhancement of rents should be discontinued. The procedure should be by application to the Government in case where a general enhancement is necessary owing to changed circumstances. The Settlement Officers should be in charge of such revision of rents if the Government considers it desirable to have a resettlement in zamindari areas.

K. RAGHAVACHARYULU.



**Memorandum by Mr. Alakki Venkataramayya, Pleader and zamindari ryot of Pedapudram.**

I. (a) The ryot is the proprietor of the soil.

(b) The word landlord is not an appropriate term. The zamindar is only a farmer of revenue. The ryot has absolute rights in the land subject to the payment of rent.

II. (a) Fair and equitable rent can never be a share in the produce. If it is a share in the produce whether by one-eighth or one-tenth, the system would not work well. The ryot would have no interest whatever in raising crops, such as sugarcane, etc., investing large amounts of money and labour or in improving the land. Rent should always be a fixed sum in money. The rents that were prevailing, i.e., in 1908 before the recent enhancements under section 30 of the Estates Land Act may be taken as fair and equitable. In cases where the ryots complain that they are higher they should be reduced to the level of similar Government lands either in the same or in the neighbouring villages.

(b) The rent need not be fixed now afresh. What is now required is reducing over-taxation and relieving the ryot in cases where it is so complained of by ryot. The present state of land with the improvements made by the ryot with large amounts of expense and labour cannot be taken into consideration at all. The rents originally prevailing in good old days may be considered as having been fixed with reference to the conditions then prevailing with regard to the fertility of the soil, irrigation facilities, draught and submersion, etc.

(c) There should be statutory provision for remission of rents, as on Government lands and also in cases where there would be fall in prices.

(d) No new settlement need now be made for any area; this involves much expense, and is absolutely unnecessary. The principles in reducing rents may be enunciated and the matter may be left to be determined by ordinary civil courts, but not by the revenue courts.

(e) No. When the matter is placed within the jurisdiction of the ordinary civil courts by statute, there is no need for any reserve powers in Provincial Government as such powers can be exercised by the High Court in necessary cases. So such powers should be vested in the High Court.

III. (a) Yes.

(b) The instalments for the collection of rents should be January, February and March by which time the produce would be realized by the ryot and he would be in a position to pay. The existing summary remedies by way of distraint and sale of holding are to be dispensed with as they are causing much hardship to the ryots. The zamindar's interests are safeguarded so long as there is statutory first charge on the holding for rent. In short the whole procedure for the realization of rent before decree by instituting a suit in a civil court is to be dispensed with. The collection should never be entrusted to any person other than a zamindar or his subordinate who would be in a position to give a valid discharge. If a change is needed it should be entrusted to Government subordinates. As the villages are full of factions the troubles of the ryots would become greater and harder if the collection is entrusted to any other persons. It is impossible in the present time to expect any peaceful administration by villagers themselves as in good olden days.

(c) There should be no distraint or sale of holding before a decree in the ordinary civil court.

IV. (a) The right of the ryot to water-supply is inherent as being appurtenant to the land and it cannot be a matter of contract between the ryot and the zamindar. The zamindar is bound to maintain all irrigation works at his expense and see water is distributed properly to all wet lands recorded as such prior to 1908 under the ayacut. He should not only look to the maintenance of irrigation works but also look to the supply of water at his expense. Water should be stored in all existing tanks. The tanks should never be leased out for pasture or for raising pulses, etc., by emptying the tanks. In short the tank-beds should not be leased for pasture or raising pulses, etc., i.e., the tank-beds should only be used for storing water and for no other purpose:—There should be no right to the zamindar for any water-tax, either for first or second crop if the land happens to be a wet land. The burden of supplying water is on the zamindar, the rents having been fixed originally on that basis.

(b) The zamindar has not got any superior right in the water-sources in the estate except in cases where the zamindar brings in new irrigation works without detriment to the existing wet anicut-holders and supplies water to the dry lands which may be converted into wet, and even in this case the water-tax should not be abnormal. The total amount of water-tax that is collected by utilizing the water, i.e., under the new irrigation work should fetch reasonable interest on the money invested by the zamindar.

V. (a) The estates which are not already surveyed should be surveyed and a record of rights is to be maintained.

(b) The whole cost is to be borne by the zamindar.

VI. No.

VII. (a) The ryots should not be charged when they utilize local and natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements.

(b) Yes.

(c) The public paths and communal lands should not be interfered with either by the ryots or by the zamindar. They are intended for public use; as members of public the zamindar or the ryots may use them. With regard to hill and forest porambokes the zamindar is to preserve them and the ryots of the adjacent villages may be allowed to graze their cattle, collect green manure or take headloads of dry wood for fuel, etc., but the trees which are fit for timber are the property of the zamindar.

VIII. (a) The principles are: If any irrigation source or work is in disrepair any ryot under the anicut is entitled to make a report to the revenue authorities who would get the work estimated by the Public Works Department and executed. The money incurred in this account may be recovered from the zamindar as an arrear of revenue. This should never be entrusted to any person in the village and he is always expected under the influence of the zamindar.

(b) Yes.

(c) Yes by both.

IX. Yes. The jamabandi should be conducted by the Revenue officers for purpose of remission as in the case of Government villages but not by the zamindari officials.

The under-tenants are strangers who enter on ryoti land for their livelihood as labourers.

X. The terms of the contract between the pattadar and his under-tenant govern the relations between them. The under-tenants enter into contracts, to their advantage; hence no legal provision is necessary. The under-tenants are entitled to pay rent to the zamindar on behalf of the pattadar and deduct the same from what he has to pay the pattadar in order to have peaceful enjoyment, during the continuance of the tenancy.

XI. (a) The High Court should be the final authority.

(b) The courts should always be ordinary civil courts in all matters.

XII. (a) The zamindar is entitled to collect rents, in the case of cultivable lands on the basis of rent on the adjoining cultivable lands. In the case of poramboke or communal land the occupier can be ejected; in the case of hill or forest land reasonable rent may be fixed.

(b) No.

XIII. Inasmuch as the ryot is the proprietor of the soil subject only to the payment of fixed rent to the zamindar, the ryot is entitled to use property in such a way which is most beneficial to him. No doubt he should not do any work which lessens the value of the property. But he cannot be restricted to confine the utility of land only for agricultural purposes. The construction of buildings either for residential purposes or for manufacturing purposes would increase the value of the holding manifold and those constructions also stand security for rent. Hence the existing law in section 11 of the Estates Land Act requires amendment by the deletion of words "or render it unfit for agricultural purposes." Section 151 requires amendment by the deletion of words "for agricultural purposes and rendered it substantially unfit for such purposes." The provisions relating to the ejection of non-occupancy ryot also are to be entirely deleted. The trees on the holding may be classed under three heads.

(a) Trees that are sold by the zamindar on yearly auction such as mango trees, etc.

(b) Trees that are leased out under tree pattas.

(c) Trees though planted before 1908 are being enjoyed till this day as part and parcel of the holding by the ryot without any interference by the zamindar, such as palmyra, etc. With regard to class (c) the law should be made clear giving absolute rights to the ryot. With regard to classes (a) and (b) they go along with the holding, because they were planted by the ryot and not by the zamindar at any time, and the zamindar's interference either by leasing or by auction with them should be put an end to and the ryot should be given absolute rights in them also because it is the ryot that suffers the loss, etc., by the existence of the trees and their shadow. More so in the matter of entrance of strangers on the holding for the purpose of reaping the fruits of the said auction or tree patta, it is a great hardship to the ryot, because there cannot be any safety to his property which remains on the holding, as in most cases the new comers would always be the persons enemical to the ryot.

ALAKKI VENKATARAMAYYA.

**Memorandum by Mr. Chandrupatta Hanumantha Rao, Indukurpeta, Gokavaram post, via Rajahmundry, dated 29th November 1937.**

I. (a) The tenant.

(b) The nature of the interests which the tenant and the landlord variously have on the soil is as follows:—

The landlord is one, who merely collects land revenue on behalf of the State, and retains his own commission, virtually the Agent of the State. Whereas the tenant is the actual dependor on and has the full title to the ownership of the land so long as he pays its rent. Even before the Estates Land Act the tenant is the possessor of the 'kudivaram' right.

II. (a) The charges which the State or the landlord incurs for the development of the land by the creation of water sources, etc., plus the collection expenses. About one-tenth of the gross yield on the land may be taken for general guidance in determining this "fair and equitable rent."

(b). (1) The nature and classification of soil.

(2) Its nearness or otherwise from the water sources and their feeders.

(3) Facilities newly constructed for the running of water and any developments made on the land by the landlord.

(4) Agricultural expenses.

(5) Market and transport facilities for selling the produce.

(6) Seed and agricultural implements for the coming year—these expenses should be deducted.

(7) Something should be set aside towards famine relief and for carrying on small-scale cottage industries like hand-spinning, etc.

I should like to suggest, in this connexion, that all tax—land, water-rate and even local cesses—should be abolished on all families whose yearly gross incomes are about Rs. 200 or Rs. 250. Only those who till the land for their mere existence should be allowed this benefit.

(c) Yes. Statutory provision must be made for remission of rent, when the crop fails for vicissitudes of season and when the landlord fails or neglects to fulfil his obligations. The remission should be proportionate to the extent of the failure, half when the crop yields half, and three-fourths when the yield is only three-fourths.

(d) The rate or share of rent for a particular area need not necessarily be determined once for all. Sound principles of taxation can be enunciated for the officer or court to arrive at what may be termed as 'fair and equitable rent' as and when a question arises; only they should be known to the farmers.

(e) It is both desirable and necessary too that the Provincial Government should be retained reserve powers to revise, alter and reduce rents whenever they are inequitable, to be carried on a clear-cut policy. But there should be appellate powers for the civil or special courts.

III. (a) They require revision.

(b) Powers of rent collection should be completely transferred from the landlords to the village panchayats. The zamindars should be entitled to receive their incomes from their zamins only through the various panchayats. They can appoint small staff to see that their rights are not, in any way, interfered with or impaired by the tenants or the panchayats. Full and sufficient powers should be vested with the panchayats for rent collection, which should be in three kists in equal shares in January, February and March.

(c) If collection work is thus handed over to the elected village panchayat, possessing full powers for attachment and sale of movable and immovable properties—with appellate powers on their actions ever resting with the civil or special courts—it can be fairly assumed that rent collection will become as thorough in the zamindari villages also as in the ryotwari areas. This is the only method to be adopted with regard to the collection of rent and sale of holdings, etc., in order to make the procedure simpler and less costly.

IV. (a) The rights of the tenants to the water-supply are inherent as being appurtenant to the land where the lands are near and by the side of water sources. As to the lands to which water is being taken through channels from distant sources, the rights are a matter of contract. But still the landlord can claim only the expenses for taking the water so long and not the ryot for the possession of the water sources. As to whether a certain block has the right to get the water-supply through the constructed channels should not depend upon the whim or the good-will of the zamindar, but upon local common-sense expressed through the adjacent holdings strengthened by the village panchayat with powers of appeal to the courts.

(b) The landlord cannot claim any such superior right. That he is at present exercising it is due to many things—the ignorance, the incapacity and the poverty of the tenants—and because the Act itself is not specific on that matter. The zamindar, as the agent of the State for the collection of rent, has an obligation to better and keep such sources in perfect order and claim additional revenue for creating where they are not existing previously. This is no profit-making concern.

V. (a) Yes, thoroughly and immediately. By bringing those operations of survey and record of rights, unnecessary, vexatious disputations could be put an end to. By leaving the matter to the zamindar, the separations will not take place at all.

(b) The zamindar and the tenant should bear the cost in the proportion of 3 to 1. Where the tenant is too poor, the full cost should be borne by the zamindar. The zamindar is justified in bearing the total cost as the holdings are sure to increase in size.

VI The zamindar, in old days, was justified in receiving additional customary and temporary levies when his income was low, and even then, according to the then existing social and economic order, that income was returning to the tenants in some shape or other. Now such conditions no longer exist. The zamindar's income too is many times multiplied. No such justification can exist now.

VII. (a) & (b) Previous to the Estates Land Act, the tenants were exercising free rights to the utilization of local natural facilities: free grazing of cattle, free access to the green manure and wood obtaining in the zamindar's forests for agricultural and household necessities. With the passing of the Estates Land Act such rights have been withheld. Now such rights could be bestowed upon tenants as before so that poor and under-tenants can carry on agricultural operations with less cost and trouble. Small licence fees may be levied on rich and able tenants. Porambokes and public paths, etc., should remain as common village properties.

(c) The tenants should have right to use them fully. The zamindar also can claim the same use. Some rules can be framed to see that these communal lands, public paths, hill and forest porambokes are not spoiled by unhealthy competition. They can be vested in the management of the village panchayats, or where these extend to more than one or two villages, in the local district or taluk boards. The zamindars can be given representation in them when his questions come up for settlement. The zamindar also, like the rich tenants, pay the levied licence fees and use the grazing grounds and forests in such a way that the tenants' rights to such use are not infringed.

VIII. (a) The creation, construction and repair of water sources like tanks, canals and feeders—its power should be vested with the panchayats and Government. Their management should be given to village panchayats in case of small and unitary areas, but where they concern with large extents they should be managed by the Government. The zamindars will remain trustees to them. They have also a right to water their own farms along with the tenants.

(b) Yes.

(c) Such powers should be exercised *suo moto* without the concern of the desire or unwillingness of parties.

IX. Yes. All disputes concerning unauthorized occupations, land measurements and the supervision of water sources, failure of crops, etc., can be settled advantageously then on the spot.

X. In the case of under-tenants, it is necessary to consider and bestow some responsibilities and rights which they do not hitherto possess. There are some tenants whose incomes are very large, and who have large extents of lands like the zamindars. Though these tenants do not and will not cultivate any land under them, they do not even reside in the villages where they hold their lands. In such cases it is necessary and desirable that their under-tenants should be at least ensured by the Act that, so long as they are regular in the payment of rents to their tenants, they would not be deprived of the right of cultivation of lands which they have been cultivating for a long period. A certain limit in the status of the tenant may be made, above which such tenants will not have the right to raise unjustly their rents every now and then. Even here a margin can be left for the possibility of carrying on an own farm. They can only receive the average of the previous three or four years. On such lands and in future, when a farm is not successively cultivated by the tenant directly for two or three years. Such tenants may retain the right of sale of their holdings to a purchaser just on the same conditions. The sub-tenant or the agriculturist will thus be ensured of a certain amount of land for cultivation and will do his most to develop it. He will, in his turn, fulfil and enjoy his tenant's obligations to the zamindar or the State. Such right of the sub-tenancy will be hereditary and can be transferred and alienated freely or for a small purchase sum.

XI. (a) No. The final appellate and revisional authority should be transferred to a special tribunal and the High Court.

(b) In civil courts. No special courts are necessary. It is highly undesirable that revenue courts be allowed to function in this matter. It is necessary that judicial and executive functions should be fully separated—the evil lesson of their combination being bitterest in the partially excluded agency areas. When it is done, only one kind of courts function where all cases, revenue, civil and criminal, will be tried. Jurisprudence is a technique and an art requiring its own function and experience.

XII. (a) The landlord is entitled to claim such occupied lands if he wants them for his direct cultivation. In other cases he may be satisfied with levying the 'fair and equitable rent.' But where such occupation is with regard to tank-beds and other village commons, it should be removed and handed over to the village panchayats, their rightful owners. In any case, it is the village panchayat that should determine such occupation.

*Other points.*—(1) It is necessary that the tenants and the sub-tenants should have the full right to the metal wealth to be found in the jerayati lands.

(2) While the Agraharam lands are in the hands of one or two individuals, it is necessary that they should be considered as "Estates." But where they have been broken up into a number of farms under petty inamdars, it is not proper that they should be deprived of the "kudivaram right."

(3) Chinnarigandi continues as a single whole village inam, under the Muththangi family of Rajahmundry, where the cultivators of the soil enjoy no agricultural status without the grant of pattas, but simply remain tillers of the land and payers of the demanded rent. It is necessary to see that the kudivaram right is enforced hereto.

(4) The mukhasa of Ravalanka, the only one this kind in this division, was given as a service grant to be enjoyed so long as the proprietor continues to be loyal and faithful to the Government. Though the tenants have been enjoying the kudivaram right on the land for a very long period previous even to the Estates Land Act, it is yet sometimes denied to them and claimed by the present mukhasidarini for herself and carries on litigation against them in the revenue courts where good knowledge in civil matters is lacking. So, it is but proper that the Act do specifically and clearly guarantee this "kudivaram right" to the tenants to the same extent as it is claimed by the zamindari tenants. (It may be mentioned that in the agency, there are no civil but only revenue courts where justice in civil matters is seldom meted out.)

(5) A new legislation is necessary to raise the status of the ryots in the muthas, who are no more than forest-coolies and economic serfs under the muthadars. With the assurance of new rights, primitive agricultural conditions at present prevailing there, are sure to disappear shortly, and with it the general backwardness of the area also which seems so problematic now.

(6) Steps should immediately be taken to see what improvements can be made on the land by the zamindar or the state, what developments could be effected to bring more extents of dry land under wet classification. For instance, in the Peta estate with a little investment of three or four thousand rupees, four or five hundred acres of dry land can be brought under wet classification, effective and sufficient water sources already existing locally.

The tank-beds should be increased even to ensure unfailing water-supply to the already wet land, in many cases.

(7) A word about the "Seethapalli project," in this connexion, should not seem out of place. Sometimes back estimates had been made, schemes drawn to consider this project. It is learnt that it had been given up on the ground that it would not bring in a return of 5 per cent profit to the Government. Now that the Congress Government has reduced it to 3 per cent, this project may be again considered favourably. At least it can be assumed that fifteen or twenty thousand acres of land can be ensured of unfailing water-supply in future. The stream is about four times as big as the Meghadri which waters the "Korukonda Mahal." The general economic condition of this division is too low that a project of this kind is sure to bring immense and untold relief to many thousands of starving and perpetually semi-starving families. Even as a famine relief measure, it is highly commendable from more than one point of view. It is really surprising to discover an area like the Chodavaram division so abundant in water sources and so fertile alike in soil, yet where the population is sinking in perpetual wretchedness due to poverty and ignorance, an easy prey to the clutches of malaria and greed of the sowcars.

CHANDRUPATTA HANUMANTHA RAO.

**Memorandum by Mr. G. V. Krishna Rao, B.A., retired Sub-Magistrate and retired Diwan of Kottam estate, dated Kakarapalle, the 7th December 1937.**

In pursuance of the Government publication as to questionnaire inviting suggestions as to the condition in the zamindari estates—vide page 4, 6th October 1937, *Indian Express* paper, I beg to submit that I have been suffering from paralysis for the last one year. Though in this sickly condition I obeyed your call and when Sastrigar, a member of your Committee of Kovvur, last came to Tuni, I met him and had a talk with him. I had then two English copies and two Telugu copies of the memoranda of the suggestions which I delivered to Sastrigar to be given to your Secretary or to you. The enclosed is another English copy which contains some new points. As I wrote these copies in a unhealthy condition, please peruse them and use the important points where possible as they represent the true state of things and as they require a bold remedy.

*Supplemental memorandum of suggestions regarding the zamindari estates.*

1. The condition of the estates in general prior to the introduction of the Estates Land Act, dated 1st July 1908, and during thirty years after—the zamindar was then the sole owner of his estate and he therefore showed much interest in his estate by way of improvement of land and water-sources. He raised also demonstrative farms for the guidance of his tenants. He improved cultivation in many ways and he increased the rents also in many ways. Though the tenants were even then utter paupers they were then contented. The zamindar used to call them to him and used to give each some holding raising its rent and keeping its back arrears as a burden upon it. As they were only tenants at will and as they then had no occupancy right in the land, they readily accepted any holding given to them by zamindar and cultivated it. When the crop in the holding was ripe, the tenant used stealthily to remove some portion to his house and live thereby without want. If the estate officials or servants who were kept to watch the crop were vigilant he would give to them by way of mamul some crop or some money. When a great portion of the crop was thus misappropriated the remainder was harvested and paid to the estate. The tenant was not very particular about this payment for the balance would be added to the arrears. Thus there were large arrears hanging upon each holding without the responsibility of the tenant for its payment. While the zamindar was thus the sole owner of the estate and the tenants were only tenants at his will he raised the rents of his holdings enormously and allowed the arrears of rent to accumulate without any pressure to the tenants for its payment. The condition after the Estates Land Act, dated 1st July 1908, came into force it brought a change in the tenancy. It deprived the zamindar of his ownership of the holdings and vested them in the tenants providing in the Act many oppressive provisions so as to favour and enable the zamindar to make his collections easily. The zamindar lost all his interest both in the improvement of the land and the irrigation sources after this Act came into force and began making his collections both current and arrear most of which was time-barred. He began to collect every year two times the current demand whatever the yield of the crops in the holding might be. Every year he left nothing to the tenants in the crop by keeping watch over it and appropriated it to himself. He at the same time increased the arrear burden too by adding to it the unpaid demand every year. The tenant was thus a perpetual slave and a poor man living always hand to mouth. He was always afraid both of the zamindar and his servants. The condition of the tenants has thus become worse and worse during the thirty years after the Estates Land Act came into force and no prospect appears for its improvement unless the coming new Act takes a bold step fearlessly to modify many of the sections of the Estates Land Act. The suggestions to modify the Act are as follows.

II. (a) Firstly this Kottam estate must be surveyed and settled and fair and equitable rents must be fixed. This estate was never surveyed and hence the fields are intermingled in holdings. The zamindar has been collecting rents in some cases both in the holding in which they are and in the holding in which they are not.

(b) The Estates Land Act requires the following modifications among others:—

- (1) The description into various sorts of waste is unnecessary. All may be merged into one sort and given away on patta to some poor people.
- (2) To show the relation between the landlord and tenant, if pattas and muchilikas be once exchanged between them; that is enough.
- (3) Section 5 of the Act which creates a charge on the holding and its produce for three years may be removed.
- (4) Of the three collection powers given to the zamindar the power of suit may remain and in the power of distraint attaching movable property, that of attachment of tenants' cattle of all sorts be removed and cancelled. The sections 62 and 64 be removed and it must be made obligatory on the zamindar to grant a receipt to the tenant whenever he makes a payment for the current year showing therein the current year and fasli, for which the payment is made. Sections 111 to 148 both inclusive relating to attachment and sale of tenants holding for one year's arrear on notice should be necessarily abolished and

cancelled as they are obnoxious and prove ruinous to the tenant. The chapter in the Act relating to the transfer and subdivision of holdings must be applied more stringently making it obligatory to the zamindar to receive any application which may be made by the tenant to the zamindari. Now if any application be made to the zamindar under this chapter, it is invariably thrown out. So, these joint pattas have been ruining the tenants. This joint patta is working lot of mischief to the tenants by way of collecting the whole patta rent from every joint-holder of the patta.

- (5) *About irrigation repairs.*—After the Act came into force the zamindar's interest has slackened. He is showing more interest for any repairs of river channels so as to benefit his own seri-holdings. Thus pay no attention to the supply of water to the ryots' holdings. Nimmakattu which is the source of water-supply to some villages of the Kottam estate is in the Vizagapatam district and is owned and repaired by the Government and some agraaharamdars in the same district. It is only the overflow of water let down by the agraaharamdars that flows into this Kottam estate and used for irrigation though late. The zamindar has no hand in the Nimmakattu repairs and whether the water flows in time or not, whether any crops are irrigated or not and whether any crop yields or not the zamindar pays no attention to it but collects the usual rents or adds them to arrears though time-barred. I suggest one thing in this report. This irrigation branch must be removed from the zamindar and a special branch be created under the supervision of the Deputy Tahsildar. An overseer, two clerks under him and two peons may constitute into a special branch sitting in the Deputy Tahsildar's office without any concern of the zamindar. A sum of twenty thousand from the estate collections be kept under deposit in the Deputy Tahsildar's office to meet the expenses of this branch. If this be done under Government supervision the irrigation in the estate will well be attended to. The Zamindar of Kottam had joined in this litigation between the Government and agraaharamdars regarding Nimmakattu and secured for himself one day turn out of the seven days in order to irrigate his seri lands far below Katanandur village. He used this one day turn to his lands and never allowed the tenants of the neighbouring villages to interfere with that day's turn though the crops of other tenants were withering away and though he demands full rents from these holdings. On this turn day, all the estate servants were employed on the kattu to prevent the tenants from interfering with the water. This is with regard to water that flowed down the kattu through the river. In the above portion both the Government lands and agraaharam lands lie up to the lands of Kottam estate. It is for the irrigation of these lands both the Government and agraaharamdars contribute and repair the kattu digging a channel along it up to the end of agraaharam lands. They allow water only when there is excess water to irrigate their fields to flow down to Kottam villages. For this precarious irrigation the previous zamindar of Kottam estate charged rents heavily and collected them from the meagre produce. To avoid this hardship of Kottam tenants, water may be supplied from Nimmakattu by one or two days turn in the week and even water-rate at one rupee for acre by Government or agraaharamdars may be charged and dry rates may be fixed for all other Kottam estate lands. The zamindar is looking only for himself not caring for his tenants.
- (6) The tenants in the estate must be allowed to cut timber in the zamindari estate for bona fide agricultural purposes not exceeding one bandy load each free of charge and for firewood for domestic purposes free of charge.
- (7) The Estates Land Act will not apply to the undertenants of pattadars.
- (8) The tenants must be allowed free of charge by the zamindar to cut and take green manure from his forest land.
- (9) With regard to distraint of movable property of the tenant for the current demand, the estate servants must be debarred from attaching it and more, especially cattle as in doing so great oppression is caused to the tenants. The provisions relating to this in the Act must be cancelled. The provisions in the Act regarding to the sale of his holding sections 111 to 148 as they are working much havoc must be cancelled. The estate servants are frequently and freely resorting to these provisions to oppress the tenants. They prefer these sections in the face of others and in the face of other properties appearing in the field. The produce in the holding is not interfered with and they proceed direct to these provisions because they are oppressive, and the collections are speedily realized.
- (10) In the year 1907 in the months of December, the then zamindar made a settlement of this Kottam estate enhancing the then rents of the estate to an extent of about thirty thousand rupees. As this settlement was made in the



teeth of the Estates Land Act that is almost prior to and to some extent after 1st July 1908 taking advantage of the illiteracy and fear for the zamindar, it was accepted by most of the tenants. This last enhancement raised this Kottam estate final rent to two lakhs and fourteen thousand rupees which stood at the time of the Act was about seventy thousand and which has been continued to be collected every year by the help of oppressive laws. There appear no remedy for this oppressive and heavy rent; unless some compensation be paid to the zamindar and rents be reduced to a uniform rate. As Nimmakattu water is not allowed to flow freely to this estate land dry rates of assessments may be fixed throughout the estate. If by this the excessive heavy wet rents fixed by the zamindar arbitrarily for this overflow of water (allowed to overflow to this estate) be cancelled it will give some relief to the tenants and this requires no compensation to the zamindar.

G. V. KRISHNA RAO AND OTHERS.

**Memorandum by Mr. Inuganti Narayana Rao, Thondangi village, Pittapuram estate, East Godavari district, dated 29th November 1937.**

1. (a) According to the Estates Land Act the ryot is the proprietor of the soil. The Zamindar is empowered merely to collect rent.

(b) As long as the ryot tills his land and regularly pays the stipulated rent, he cannot be evicted from that land. According to the provisions of the Estates Land Act, the pattadar, i.e., the ryot, has the right of sale, etc., over the land which he tills. The zamindar cannot be the proprietor of that soil unless he buys it from the pattadar.

II. (a) Equitable rent is that which is determined by the settlement officer after fixing the taram of the land (block system) and comparing its rate of rent with the rates prevailing in the neighbouring blocks.

(b) Equitable rent should be fixed after taking into consideration the fertility of the soil, irrigation facilities and the prices of crops. After deducting from the ryot's income his family's maintenance charge, charge for feeding his cattle, investment charge and interest upon it, the equitable rate of rent should be fixed at one-sixth of his net income.

Our village (Tondangi) and the group of villages surrounding it were merely surveyed and the boundaries of pattadars' lands fixed. No settlement has been undertaken at all. Consequently, the rates of rent prevailing here have not been fixed on any rational basis but have been arbitrarily arrived at as a result of competition among the ryots themselves and official zulum exercised upon them by the estate officials.

Our zamindar has not been spending money for repairing irrigation tanks, either before or subsequent to the passing of the Estates Land Act in 1908. Although agricultural income has not been increasing but on the contrary decreasing, owing to scarcity or too much of rains; although the lands are yielding full crops only once in three or four years; several suits were filed by the zamindar for the collection of increased rent of 2 annas in the rupee, depending solely upon the increment of prices in that year. Patta No. 19 land extends over 98 acres. From 1908 till 1932 the total rent paid upon it was Rs. 547-5-1. A suit was filed upon this ryots by L.S. No. 992 of 1932 for increase of rent. From 1929 till 1935, due to world-wide economic depression, the prices of agricultural products fell very low. The price of paddy during this interval was about Rs. 2-8-0 per bag. At such a time, taking advantage of the lapse of 20 years after the passing of the Estates Land Act, the zamindar filed a number of suits for increment of rents. The poverty-stricken ryot has to incur enormous expenditure for getting justice in courts. He cannot stand on a par with the zamindar in the matter of expending money. Hence the ryots were forced to yield to a compromise of Re. 0-1-6 increment of revenue. The prevailing rate of rents in our village ranges from Rs. 5 to Rs. 12 per acre on wet and from Rs. 2-8-0 to Rs. 3 on dry lands. There are no authentic records with us to show when and how much increments were made in the rent, before 1908. In our village 19 pattas belong to inam-holders, the proceeds of whose lands go to the choultry built at Pittapur by the Maharajah of Pittapuram. The total extent of these lands is nearly 600 acres. Their annual rent is fixed by auction annually, or once in three years. The rent thus increases each year on account of competition among the ryots. A few rich ryots control these auctions always and they again lease out these lands to the poorer men for exorbitant rates of rent. These poor ryots are compelled to till these inams, because no other lands are available for lease at lower rates, a few big landlords controlling the lands. Among these 19 pattas, 3 pattas represent a total area of about 390 acres. The poor ryots, thus, are deprived of the right to till them because the rates charged are enormous. Hence, these three particular



inams have to be split into 20 pieces and leased out to poor ryots. The system of auctioning the rents has to be abolished, and in its place permanent lease system has to be introduced. If this is introduced, the ryot has opportunity and facility to fertilise the land which he tills and pay the rent regularly to the zamindar. He need not remain in eternal arrears. As the rent stands very high to-day for these inam lands, and as it is auctioned every three years or one year, there is no certainty of tenure. Consequently the ryot takes no interest in the land which he tills. Moreover, the ryots feel unable to stand the expenses of repairs, as the extent of the land is very big.

Under the above circumstances, the estate inams have to be divided immediately into small pieces and leased out to the poor ryots. Tondangi and the group of neighbouring villages have to be settled and the annual rent fixed on a rational basis, taking into consideration the taram of each block of land. As the zamindar is not taking any interest in the welfare of the ryots, in the matter of roads, sanitation or education, the Estates Land Act has to be amended so as to compel the zamindar to give Re. 0-1-9 in each rupee he receives as rent for the village panchayat. As no grant is forthcoming for the panchayats in Zamindari villages, either from the Government or from the zamindar, the poor villagers' lot is miserable.

(c) There should be provision in the new Act for remission of rent. The zamindar does not yield to any method except that of coercion by enactment. No remission is given by the zamindar to-day in our village or group of neighbouring villages even when the crops fail on account of lack of rains or too much of rains. According to section 39-A of the Estates Land Act, the zamindar has to give remission whenever prices of agricultural products fall by Re. 0-3-0 in the rupee. But he is not giving remission even if prices fall far below that limit.

Moreover, in ryotwari lands, remission is given when the yield per acre is 10 kunchams of paddy or below. They are lands which enjoy irrigation facilities and hence do not require remission every now and then. But the estate lands are not like that. In our village our lands yield half once every three or four years, on account of improper and insufficient irrigation facilities. Hence, proportionate remission has to be given to those lands whose yield in main crops is 80 kunchams of paddy per acre or below. Such yield has to be decided not by any zamindari official but by the Revenue Divisional Officer or Tahsildar appointed by the Madras Government. Definite rules have to be framed to fix the rate of remission, without leaving the question to the zamindar who can afford running after law-courts.

The ryot is falling into arrears almost every year, on account of lack of remission and enormous fall of agricultural prices, but not on account of any bad motive. Hence, all arrears payable by the ryots to the zamindar have to be remitted. The ryots are on the verge of starvation on account of incessant suits and decrees against the ryots for arrears of rent.

It may be argued by the zamindar that if remission is given to his tenants by statutory provision, his annual income will fall and that therefore the peshkash payable by him to the Government should be reduced also. According to the Act passed in 1802 the annual 'peshkash' of each zamindar in the Presidency was fixed once for all. But the zamindars in all estates have enormously increased their revenue by enhancing the rate of rent which his tenants have to pay, without incurring any loss due to proportionately enhanced 'peshkash' as regards our estate, the zamindar used to get about Rs. 4 lakhs as rent from his tenants in the year 1802, while to-day he is getting nearly Rs. 18 lakhs.

(d) The rate of rent for each patta has to be fixed permanently payable every year by the tenant, after taking into consideration the abovementioned questions 2 (b) permanent pattas should be given to each tenant. But the tenant should be given the right to sue in a court of law for reduction of rent in abnormal circumstances caused by changes in nature.

(e) The Provincial Government should reserve the right of amending, changing or reducing the rent collected by the Zamindar, which the settlement officer finds to be unjustifiable.

III. (a) Radical changes have to be effected in the Estates Land Act which empowers the zamindar to collect rent from his tenants. The powers of collection of rent given to the zamindars under the Act, are very excessive and require curtailment. Under the Act he is given four powers to help the collection work in his estate.

The first one is the creation of the first charge upon land for three years for the rents to be paid during these three years. Under this clause the tenant can neither sell nor give away his land nor have it sold for civil arrears, nor encumber it in any other way. If the produce on his holding fails, he will have to lie in debt to the zamindar, and this bakayi is a charge upon his land.

The second power given to the zamindar is the distraint power during the current year. According to this power, the estate official can distraint the cattle and other movable property of the tenant and realize his demand. In doing so, the estate officials give immense trouble and loss to the tenant in various ways. Much more than the demand is collected, causing much loss to the tenant.

Thirdly, after realizing the current year's rent be in arrears, the zamindar uses his third power of collection and gives notice under section 112 and onwards for realizing his balance, bringing the tenants' holding to sale speedily.

The fourth power which the Estates Land Act provides to the zamindar to help in his collection is the rent suit. It is to be filed before the Deputy Collector for the recovery of any arrears that remain outstanding during the three years after the current fasli.

The methods used by estate officials for realizing the arrears as well as current year's rent of the tenant are very cruel. During the harvest time, that is, when the crop is ready for removal, the officials take possession of it and appoint a man for watching the crops. By the time when the tenant gets the amount due from his on loan, he is compelled to pay in addition the expenses incurred for appointing a watchman over the crops, which generally ranges from Re. 0-8-0 per day. As the watchman is appointed to watch several fields at the same time, there is huge loss of crops to the tenant.

Another hardship which he has to suffer is that when any one tenant of a joint patta falls into arrears, rent suits are filed against all the joint pattadars, although most of them have not to pay arrears at all or have to pay arrears for one or two instalments. The innocent tenant is thus drawn towards law-courts, where he is not in a position even to give a statement, on account of his illiteracy and lack of knowledge. Even if he makes a statement, the zamindar usually gets ex parte decrees against the tenant.

During the collection of arrears much havoc is done towards the innocent tenants. The lands of those tenants who do not owe anything to the estate, are seized and auctioned together with the lands belonging to the tenants owing arrears.

The zamindar of this estate is not in the habit of visiting his villages. He spends most of the year in cities and far off Ooty heights. He is beyond the reach of his tenants who send petitions or lead deputations to him explaining the state of the tenancy in his estate. Consequently, the oppression and tyranny of estate officials are proving beyond toleration. Except during the recent Assembly elections the Zamindar of Pithapuram has not visited our village.

(b) Rent collection takes place in four instalments during the year, namely, September, October, November and December. This is very inconvenient for tenants because the crops are harvested usually during the month of December. He has to pay his rent when the crop stands on the field and at a time when he has to incur much expenditure as investment. Hence during these four months he has to borrow money at exorbitant rates of interest, nearly ranging from Re. 1-8-0 to Rs. 2 per month per hundred, and then pay the revenue. Under these circumstances the zamindars should not be permitted to collect rent during these four months. As in the ryotwari areas, he should collect all his revenue during the four months in four equal instalments, beginning from the 15th of January every year.

Further, the right of collection of the zamindar's rent should be taken away from the estate officials and vested in the hands of the karnam appointed by the Provincial Government and upon him the village panchayats should be given supervisory powers.

The provision in the Estates Land Act that the zamindar's rent is a charge upon the land for the current year's rent and for the arrears of three years, and secondly the provision that a notice is enough to the tenant to bring his holdings to sale are excessive powers, calculated to compass the ruin of the tenants. Though the Act gives occupancy right in the land, these powers of collection given to the zamindar makes this right null and void. So, it is but fair and just to remove from the Act the provision that the Zamindar's rent is a charge upon the tenant's land for three years, so as to enable the zamindar fully to collect the whole arrears and so as to prevent other civil debtors from proceeding against tenant holdings. These provisions should therefore be expunged from the Statute book. The two ordinary powers, namely, distraint of movable property and secondly rent suits, if there be any arrears in the first year's revenue, are sufficient for the zamindar. No charge on land and no sale on tenants' holdings are necessary. It must also be made obligatory on the part of estate officials to credit the current fasli collections to the current fasli, but not to the arrears of back faslis, as is the case now in our village as well as in the group of neighbouring villages.

(c) If rent is collected during the months of January, February, March and April, and if suits are filed for arrears not later than one year after collection, and if the right of collection is vested in Government officials the collection work will be much economized.

IV. The right of tenants to water-supply is not inherent. It is a matter of contract, between the zamindar and the tenant. The zamindar has a superior right over the water sources of his estate. The improvement of those sources and their maintenance, repairs, etc., should be borne by the zamindar, by virtue of his right of rent collection each year.

In our village there are lands belonging to estate officials. During the rainy season, when irrigation tanks are filled with water, these lands belonging to officials are first irrigated and then water is allowed to the tenants. In Venkatanagaram, Dodada and other villages situated near to our village, there are hundreds of acres belonging to Estate Officials from the Diwan down to the peon. All these lands are first irrigated, without allowing the right to the tenants. To the petitions and deputations from the poor tenants, the zamindar pays a deaf ear.

Under these circumstances, the right of irrigation in the zamindari areas should be vested in the Irrigation Department of the Provincial Government and the Local Ryots' Association. The expenses for repair and maintenance of irrigation tanks and channels should be met by the zamindar himself by making him deposit a fixed amount each year with the Irrigation Department. As our taluk is an upland area, there are very little irrigation facilities for the lands. We have solely to depend upon rain for irrigating our lands. Hence, if water is allowed into the lands by means of canals from rivers Godavari and Eleru, the ryots of the taluk will ever be grateful to the Government. The expenses for these works may be borne by the Zamindar himself. Or, if the Government undertake them, it can realize the initial expenses by levying water-tax upon the tenants. This is of urgent importance, especially in our taluk.

V. (a) Estates once surveyed need not be surveyed until after a period of thirty years and settled. In the estates newly surveyed a record of rights must be maintained.

(b) The cost of survey and settlement and the maintenance of record of rights must be entirely borne by the zamindar, in so far as he makes the whole collection in the estates and appropriate to himself. Moreover, it is for his benefit, and therefore must be made compulsory on the part of the zamindar.

VI. The zamindar should not be allowed to collect illegal exactions from tenants. He should have no other right than that of collecting the stipulated rent. The estate officials have collected in our village such exactions on numerous occasions. Money was collected on the occasion of the Maharajah's Pattabishekam, the Diwan's Sixtieth Birthday Celebration and the People's Party propaganda during the recent Assembly elections whenever the tenants paid their rent, the estate officials credited those amounts towards the above purposes, leaving the paid amounts as arrears. If any one does not contribute to these illegal collections, false charges are framed against such tenants. Moreover, if lands are irrigated from channels and tanks whenever water is available, a tax is levied and collected illegally ranging from Rs. 2 to Rs. 3 per acre. Even the fish in ponds and tanks are auctioned by the estate officials and money realized thereby.

VII. (a) Tenants should have the right to use grass for grazing the cattle and wood from the forest for agricultural implements. But to-day they are not allowed this right. If any tenant takes his sheep or cattle to any near by forest, or if he cuts wood from trees, forest cases are concocted against him and penalties collected, although the cattle belonging to estate officials are given free access to forests and banjar lands. Moreover, although the Estates Land Act gives the tenant the right over fruit-trees that have been planted after the passing of the Act, the estate officials are not allowing them that right. They say that the trees were planted before the Act and hence belong to the zamindar.

(b) Together with the patta which is given to the tenant, the new Act should compel the zamindar to issue free permits for the use of grass and wood from forests.

(c) The zamindar to-day has complete right of ownership over footpaths, common lands, hills, forest and waste lands. This right should be vested in the hands of the tenants completely, as they are useful for agriculture. There are several fishermen and 'Gollas' living in small hamlets two or three miles from one another, in the vast forest area which is called 'Kona'. It is situated on the sea coast in the Pittapur estate. Estate officials are collecting from these villagers annually 8 annas for each cattle and 4 annas for each sheep. Moreover, receipts are not given for the 4 annas but for only 2 annas per each sheep. The legitimate and legal rate for these sheep is 2 annas per sheep, which should be collected annually. But, money is collected five or even six times every year by estate officials, without issuing receipts. These villagers living in forest are by tradition using

wood and other materials from the forest that are useful for agricultural and household purposes. Such illegal exactions are collected every year by the Range Inspector of Thondangi from the villagers of Musalayipeta and Yellayipeta. He is feared by those villagers as a cruel tyrant, out to destroy the peasantry in a most heartless manner.

Moreover, the village common is denied to these poor forest residents. Outside their huts, every inch of land is considered as the estates own access to which is punished severely. Even women are put to shame and much hardship when they come out of their huts for calls of nature. Sometimes cases of theft are concocted against them. Evidence, written as well as oral, is available which can throw light upon the innumerable hardships and humiliations which the tenants of Musalayipeta and Yellayipeta are subjected to.

VIII. (a) Wherever it is possible to supply sufficient water for all the fields in a village, the zamindar should supply it to his tenants by regularly maintaining and repairing irrigation channels and tanks. If it is not possible, the rates of rent which tenants should be charged must be the same as the dry rates in ryotwari lands. Whenever new channels are dug for irrigation purposes, care must be taken to see that the tenants of the first village do not suffer from water scarcity. The right of the zamindars over irrigation sources should be vested in the Provincial Government's hands, so as to see that proper repairs are carried on.

(b) As the cost of irrigation belongs to the zamindar, about Rs. 4 lakhs from the estate collection may be deposited every year by the zamindar for this purpose. One overseer, two clerks and two peons may constitute an irrigation branch to make revenue collections fair. The Government Land Revenue Act must be followed for irrigation purposes.

(c) The above rights should be exercised by the Provincial Government irrespective of the wishes of the tenants.

IX. As in ryotwari villages, so in zamindari villages there should be yearly jamabandi by the zamindar or some big official to settle the current year's demand, including the arrears, so that it might be realized subsequently.

X. The sub-tenants should enjoy the same rights as the pattadar, provided he pays double the amount which the pattadar pays to the zamindar.

XI. (a) The right of final decision in disputes between the zamindar and the tenant should not be vested in the Revenue Board as at present, but in the Madras High Court.

(b) For trying cases of dispute between the zamindar and tenants, separate land courts should be created where representative of ryots' associations should also have the right of judgment.

XII. (a) If these encroachments are upon public paths, village common land, tank-beds, water sources, burial grounds, etc., which are very useful for the daily use of the people. The encroachers are liable to actions under civil and criminal law. Panchayat boards and Government officials *only* may be vested with such powers as are necessary in taking action. Waste land, porambokes and all these lands which are not in any way useful for public purposes should be given to landless labourers on low rents. These rents should not exceed from 8 annas to Re. 1 for dry lands and from Rs. 2 to Rs. 3 on those lands which can be brought under wet cultivation. No remunerations of any kind should be taken on poramboke lands. A law touching the requirements of the landless labourers should be enacted at an early date.

(b) The agreement regarding "Jodi," "Podupu," "Kattubadi" is that the inamdar need not give any water-tax to the zamindar and should have only to give some "Kattubadi." All the water-tax should go to the Government. But the zamindar is taking water-tax also from the inamdars. This is very unjust. This method should be ended summarily. Both the zamindar and the Government are collecting rent and taxes; it is burdensome and troublesome also. Therefore this method of double-husbandry which is crushing the people should at once be ended.

The zamindars are not giving water to the lands when there is necessity and the zamindari officials are to be bribed beyond the ryot's capacity for the same purpose. So much so the water resources should be handed over by the zamindar to the Government.

Estate officials are taking undue advantage and utilizing the water resources, etc., for their own lands and are quite indifferent to the needs of the ryots. The method of employing in the estate service those people who own lands in the same estate should be at once stopped. Responsible officials like Diwan, tandar, etc., should not own lands in the estate because, for they are taking undue advantage of their positions in utilizing water resources, etc., for their own lands. The ryots are helpless with such people and are protesting this method vehemently.

INUGANTI NARAYANA ROW.

**Memorandum by Mr. S. Satyanarayanamurti, First-grade Pleader, Peddapuram,  
dated 30th November 1937.**

I. (a) The ryot is the proprietor of the soil.

(b) The word landlord is a misnomer. The cultivator is the owner and the so-called landlord is only entitled to a portion of the produce of the land for protecting the cultivator and his family and crops and providing facilities for marketing, etc.

II. (a) The cultivation in India except in specified areas, i.e., the delta system under the big rivers is dependant on seasonal rains. So fair rent will be a share  $\frac{1}{3}$  of the produce of the land. This could not work a hardship to the cultivator or the over-lord. Till this is settled it should not be larger than the assessment made by the Government for similar lands in the vicinity. It should not in any case be more than that obtaining in adjoining Government villages which also is to be reduced.

(b) The considerations in fixing a fair and equitable rent in the case of money rent are :—

- (1) The fertility of the soil.
- (2) The natural advantages a land has.
  - (i) Nearness of forests.
  - (ii) Irrigation facilities.
  - (iii) Possibilities of marketing the produce easily.
  - (iv) In case conversion of dry land into wet that also to be settled at a fixed rate.

(c) There should be statutory provision for remission of rent in case rents are to be fixed money rents.

These should be :

- (i) Where there is a failure of the crop to such an extent as would entail loss to the cultivator, i.e., when the crops failed and the total yield is  $\frac{1}{3}$  or less than  $\frac{1}{3}$  the yield which the land can produce in ordinary years full remission. The failure of crops to be settled by a panchayat of the village along with one out-sider.
- (ii) When there is a fall in prices from the ordinary prices to be fixed.
- (iii) The remission to be proportionate to fall in prices and failure in the yield.

(d) The rate of rent should be fixed once for all by statute. It should not be left to be decided by courts. In my opinion the rent should be on the sharing system only. There will be no difficulty in fixing it by statute. If it is left to courts the cultivators would be left to the mercy of the zamindars who are very powerful to get evidence and it is highly detrimental to the cultivators. If money rents are to be fixed by statute sufficient safeguards should be made to make it equitable, i.e., they should be fixed taking into consideration the principles mentioned in answers to 2 (b).

(e) Yes, only under special circumstances and subject to right of appeal to the High Court.

III. (a) Yes.

(b) The so-called landlord should not have any direct dealings with the cultivator. The connection should be a village panchayat and the panchayat should collect and be responsible for the payment of the amount due from the cultivators in the village. If rents are not got the landlord to proceed against the panchayat or the cultivator in a court of law only. He should not have right of distraint or sale of holding without first obtaining a decree. All this will be obviated if the rent is on sharing system.

(c) The so-called landlord should not have any direct dealings with the cultivator. The connection should be a village panchayat and the panchayat should collect and be responsible for the payment of the amount due from the cultivators in the village. If rents are not got the landlord to proceed against the panchayat or the cultivator in a court of law only. He should not have right of distraint or sale of holding without first obtaining a decree. All this will be obviated if the rent is on sharing system, and rents collected on the threshing floor. The court-fee, etc., in suits between landlord and tenant should be so fixed that it is not more than annas 8 for a suit. And the procedure to attach and sell has to be simplified. Preferably the decree is to be executed by the Revenue department under Act II of 1864 (The Rent Recovery Act).

IV. (a) The right to water is inherent to the holding of land. The landholder has no right in the water. When water is to be got from a source which supplies several villages the zamindar is to supervise so that each village gets water properly. He should not have any right in water. Much less in the internal distribution of water in the village.

(b) No. He has no superior right. He has only the duty mentioned above.

V. (a) All estates are to be surveyed and a record of rights is to be maintained.

(b) As in Government villages the whole cost is to be borne by the landholder.

VI. No. Except cesses payable under the Local Boards Act or any other enactment.

VII. (a) The cultivator should be free to collect green manure, to graze cattle in forests and to get wood for agricultural implements. They are natural rights.

Moreover forests are not the property of anybody and such things which are valuable the landholder takes for guarding the forests, etc. Such are forest produce valuable timber and fuel that would be sold to others than cultivators. Cultivators should have the right take head loads of fuel for their ordinary use.

(b) Yes. In many estates they are having them even now.

(c) Public paths and communal lands as terms indicate are intended for the public of the villages, not only cultivators but anybody of the public. So far as they are concerned they should never be converted into cultivable lands by anybody. They should be kept dedicated to the public. So far as hill and forest porambokes are concerned they should also be kept up. The hills and forests attract clouds and help the country in having seasonal rains.

VIII. (a) The principles are—

(i) A permanent body to be appointed by the cultivators from among them to supervise the sources and report to the Revenue department regarding repairs.

(ii) The P.W.D. to collect the amount necessary for the repairs or renovation from the landholder and get them repaired.

(iii) The procedure now provided in the Estates Land Act is most cumbersome. It should be minimised. As soon as a report comes it should be sent to the P.W.D. for investigation and report and estimates got in a stated time. The Revenue department to proceed on the report. As the P.W.D. works, the landholder need not be consulted beforehand but he may be asked to be present at the inspection by the P.W.D. as it is he that has to pay for the same ultimately.

(b) The provincial Government should have residuary powers. Supposing the landholder does not pay, the provincial Government has to undertake the work and recover the same from the landholder concerned. The control and repair irrigation works should not be left to the landholder at any time.

(c) Yes. The powers to be exercised by the provincial Government are to be exercised on reports of the panchayats or complaints from cultivators. In urgent cases all formalities may be given up.

IX. This would facilitate matters and reduce the arrears of rents by cultivators. The landholder to be a party to the jamabandhi in the same manner as the cultivators would be.

X. The under-tenants in relation to the pattadar should be liable to pay rent to the pattadar which will be  $\frac{1}{2}$  the produce after paying the rent to the landholder. So far as their relation to the landholder is concerned they should be liable to pay rent.

XI. (a) The final authority should be the High Court.

(b) The courts should be ordinary civil courts. But the court-fee should be reduced to a nominal fee.

XII. (a) Unauthorised occupiers should be liable to pay  $\frac{1}{2}$  the produce (nett) to the landholder if the land is cultivable land. If it is poramboke hill or forest or communal land the occupier should be ejected, under Madras Act III of 1905. In the case of unauthorised occupation of cultivable land which will be very rare, the landholder has to be compelled to recognise the occupier as an ordinary ryot, on his application to the landholder and then the ordinary rent payable has to be the rent payable by him. The rent will be that, that is payable for lands of similar nature in its neighbourhood.

(b) Jodi, poruppu, kattubadi should be made recoverable as rent from inamdars.

S. SATYANARAYANAMURTI.

**Memorandum by Mr. J. A. Ramamurthi, Kondavaram (Pithapuram).**

I. (a) The community, represented by the State, is the rightful proprietor of the soil. The tenant should derive full powers from the community or the state without interference or obstruction from any middlemen.

(b) The tenant should have complete rights of occupation and uninterrupted possession in the land. He should have the right of building sheds and houses upon it, of raising and cutting down trees, and of enjoying the fruits of his labour without being called upon to pay more by way of kist or sist than arranged at the outset. He should have all such rights as are essential for and incidental to the full and the uninterrupted possession, improvement, and use of the land which is in his charge.

II. (a) One-sixth of the gross produce of the land should be fixed as the rent. This is fair and equitable rent. Net produce means total output minus all costs of cultivation. Namely, 1 seed, 2 hired labour, 3 manure, 4 labour of the tenant and his family members, 5 charges of cattle and 6 farm servants.

(b) The following circumstances should be taken into consideration in fixing fair and equitable rent :—

- (1) Classification by nature of soil and irrigation sources and facilities.
- (2) Rainfall for each year, its character and distribution, inundation or drying up of crops.
- (3) Prices.
- (4) Situation of the land in regard to marketing of produce, conveyance by road, nearness to market, town or city, etc.

The above should be considered in the order of importance in which they are placed.

Comparison may profitably be made in fixing rent with neighbouring or similar lands settled in ryotwari Government areas.

The present indebted state of the tenantry in general should also be borne in mind in fixing a fair and equitable rent ; for, otherwise, cultivation will not properly be carried on, or in the best interests of the community. And the maintenance of the tenant and his family including marriages, ceremonies, festivals, and other charges, etc., should also be taken into consideration.

(b) Remission of rent should be provided for by statute, and not be left to the discretion of the landholder.

Regulations for remission should be made on the following lines :—

- (1) The average full crop should be calculated according to taram, etc.
- (2) Half or less of the average full crop should be entitled to remission on a graded scale.
- (3) Investigations for remission should be carried out by Government officers, who should be empowered to grant remission on the recommendation of the village panchayats concerned.

The zamindar or his servants should have nothing to do with remission as, on account of self-interest, political or other differences with the local ryots, he will be not willing to provide the remission found necessary in each and every case.

(d) The assessment of rent should be made permanent. Rent should not be capable of being varied or increased by the decision of the zamindar or the courts or any settlement officers at the instance of the zamindar.

The Provincial Government should permanently settle all occupied land in the proprietary areas with the help of their settlement officers on the principles above mentioned, i.e., in (a) and (b) of question II. The reasons for this are : (1) The ryot should have a reasonable expectation of his profits of cultivation with due regard to the rent charged to his land. (2) It has been found on experience that the ryot is too poor, too disorganized and too ignorant to put forward his case in the law courts, as against the influential zamindar, or prosecute his suit in the appellate courts.

(e) Yes, the Provincial Government should have necessary reserve power to revise rents in every case (where there is a prima facie case) for reconsidering them, and for reducing them by executive action through their Revenue Settlement officers.

III. (a) Yes, collection of rent should be not in the hands of the landholder or the zamindar who is likely to and is, as a matter of fact, abusing his powers in that behalf; but the power of collection should be in the hands of the Government Revenue officers who should be made to proceed in the matter with the assistance of the Village Panchayats. Landholders are apt to indulge in zulum against political or other opponents or the pretext of rent collection. Moreover, parties are created in villages and the harmony of village life is constantly threatened by the zamindars entrusting their powers of rent collection to some influential villager or his honorary officer, Pettandar or head who is paid some annual remuneration ranging from Rs. 30 to Rs. 100 according to his status or the amount to be collected by him.

(b) One other evil needs to be remedied in this connexion. Village officers to whom the work of collection of rent is also entrusted are in the habit of being paid sums annually ranging from Rs. 20 to Rs. 60 by the zamindar, thereby these becoming the agents of the zamindars. This puts them at the obligation of the latter, and on his prompting they are generally prepared to assist him even in some of his personal activities such as elections. This is all the more reason why the power of rent collection should be taken away from the hands of the zamindar. The Government should also stop this practice of the village officers receiving presents from the zamindari which acts in a way detrimental to sound revenue administration. The Government should instead recover from the zamindar, a sum calculated to make up the expenses of rent collection.

There are other injustices connected with the present system of rent collection which need to be set right. Several ryots holding all in one patta are made jointly liable for arrears of rent, and invidious distinctions are made as between one ryot and another in the actual process of collection. This evil can be met by regular settlement on Government lines, as also by the regulation that pattas should be subdivided on the basis of actual possession by parties.

(c) The expenses of collection, the costs of attachment, etc., can all be minimized by the Government taking over the task of rent recovery charging the zamindar an adequate sum for the purpose. Instances are not wanting where ryots have been made to pay larger sums by way of costs than they are liable for under rent.

IV. (a) Rights of the tenants to water supply are inherent in their possession of land classified as wet, and appurtenant thereto; and are not a matter of contract between the tenants and the landholder.

Natural sources of supply like the Eleru are not to be regarded as forming any basis of contract or negotiations between the zamindar and the tenant.

In the case of rents prevailing now such conditions do not seem to have been present; and charges for existing facilities seem to have been fully included in the present assessment.

(b) The landholder has no superior rights whatever to existing water sources which are natural sources. Water rights go along with land that has been in continuous and uninterrupted enjoyment of them from time immemorial. The landholder has got only such equitable right over the water sources as enable him to protect them, maintain them in good condition, and keep them unimpaired.

In support of this it may be pointed out that it is universally recognized that the zamindar has no right of closing up any of the existing facilities, or diverting the supply of water from one part of the estate to another against the well-established prescriptive irrigational rights, recorded in most cases.

V. (a) Yes, all the estates should be compulsorily surveyed and record of rights maintained. Otherwise a number of irregularities are bound to occur.

(b) The costs of such survey should be entirely borne by the zamindar or the Government, as the tenant is not in a position to meet any portion of the costs. The zamindar stands no less to benefit by such a regular survey.

VI. The landholder should not be allowed to demand any levies in addition to rent from the tenants. No civilized Government allows this.

VII. (a) The tenants should have rights of utilizing local natural facilities such as for grazing cattle, collection of green manure and wood for agricultural implements.

The zamindar at present is denying the right to fell down trees to the tenants on the plots on which the tenants are in full possession and occupation on the ground that the Estates Land Act gives him such rights over trees existing prior to the year 1908.

(b) Forest produce for domestic and agricultural purposes should, as in the case of Government forests, be allowed to be used by tenants free of cost, or on payment of a nominal licence fee. The tenants have got an inherent right to use local natural facilities, as they have been doing from time immemorial.



(c) The public pathways, communal lands, hill and forest porambokes, etc., belong as a matter of right to the community, and complete rights over them should be vested in the community. Burial-grounds, bunds of tanks and canals and other public porambokes are now in defiance of these natural rights, being appropriated by the landholder. The bunds of tanks, fishery rights in drinking water tanks, etc., are also being abused by being let out by the landholder against the best interests of the tenants who are the party affected by them. These irregularities need to be stopped.

VIII. (a) Irrigation sources should be maintained in an efficient condition on the following principles :—

- (1) Minor irrigation works such as irrigation tanks and channels and distribution of water to the fields therefrom should be in the hands of village panchayats.
- (2) Major irrigation works should be taken over by the Government and administered by a separate Government department. The cost of maintaining both should be deducted from the collection of land rents, the landholder (on the basis of costs calculated by experienced Public Works Department administrators appointed by the Government).

(b) A separate and consolidated Irrigation Act may be introduced by the Government, empowering Provincial Government to take over and administer all irrigation sources and works in proprietary areas before this Act is made.

(c) It should be provided that the Government's powers may be exercised entirely on their own initiative, and not necessarily on application by one or both the parties.

IX. Yearly jamabandi as in the case of ryotwari areas is absolutely necessary in order to investigate revenue conditions and bring defects constantly to light.

X. The under-tenant should have the benefit of proportionate remission, when it is enjoyed by the tenant. His instalments of payment should be arranged to coincide with those of the tenant. This is as between the under-tenant and the tenant. The produce of the holding should be liable for payment of zamindari rent. Otherwise there should be no obligation on the part of the under-tenant to the landholder. He is solely responsible to the tenant.

XI. Legal proceedings between landholders and tenants or ryots will necessarily be limited in number when control over irrigation, rent collection, and granting of remission is all vested in the Provincial Government as proposed above. But where disputes occur, they should be tried by special courts (consisting of representatives of the people, the zamindars and Government officers). Here again local representatives chosen for each individual area should collaborate with Government officers.

XII. Unauthorized occupation of lands in the possession of the landholder by the ryots should be dealt with by assessing them at rates prevailing in neighbouring areas and granting them on patta. The first year double the rent should be collected as penalty. The landholder should not be entitled to any other reliefs or remedies in such a case.

The following matters not expressly mentioned in the questionnaire deserve immediate consideration :—

- (1) Instalments of rent collection. These in several estates are timed for payment in September, October, November and December; that is, tenants are made to pay rents at a period when the crops are hardly underway. This has to be changed immediately, and instalments of rent should be made payable from January to April.
- (2) Arrears of rent in many cases due to failure to provide remission in former years should immediately be written off, or collection may be stayed pending further enquiry into or legislation on agricultural indebtedness.
- (3) Irrigation sources like tanks are at present being drained of water in November or December in order to let out the tank-beds for Pairu crop in the winter season. The water is necessary in several cases for rice and other crops and in others for cattle and drinking purposes. This practice of draining away water from the tanks at a period when it is most required by the cultivators or the villagers is detrimental to the best interests of the community, and should be immediately replaced in favour of storing the water for the benefit of the ayacut lands, in pursuance of the purpose the irrigation tanks are intended for.

J. A. RAMAMURTHI.

**Memorandum by M.R.Ry. Rao Sahib Vardhinedi Chalamayya Nayudu Garu, Pulla,  
Ellore taluk, West Godavari district, dated 10th November 1937.**

I. (a) Both.

(b) The tenant has the right to cultivate lease or sell the land and the zamindar to collect his rent. (Melvaram is the zamindar's and kudivaram is the tenant's). Both are entitled to sell their respective rights.

II. (a) The rates in certain zamindari are very high. So it is equitable to bring down the level of the rent in those zamindari to that of the tax which is being levied on similar lands in the adjoining Government villages.

(b) The principles which govern the settlement policy of the Government should be adopted in fixing a fair and equitable rent.

(c) Yes. The same as for the Government lands and that as regards water-tax only. There need not be any remission for the land assessment.

(d) The same system as in the Government lands.

(e) Yes.

III. (a) The powers of collection now given to the landholder under Madras Estate Lands Act, should be increased.

(b) If possible, the provisions of the Revenue Recovery Act should be extended to the landlords and zamindars. The zamindar should be given the powers to attach and sell the crop while it is on the land standing or cut or gathered for the arrears of any instalment of rent.

(c) Covered by the answer in 'b.'

IV. (a) To such of the lands which are included in the ayacut ever since the construction of the water-source the right is inherent and to such of the lands which are subsequently brought under cultivation by the water supplied by the water-source, the rights are governed by contract between the zamindar and the tenant.

(b) Yes. His right is to bring in the water and supply the same to the tenants and he has to exercise the same in the interests of the tenants. The zamindar may improve the water-sources and thereby bring more land under irrigation without detriment to the existing ayacut.

V. (a) Yes. Absolutely necessary.

(b) The zamindar should bear all the expenses except the cost of the survey stones, as in the case of the Government lands.

VI. Nothing except cesses as in the Government villages. This does not apply to minor inams situated in the estates where they pay cesses for repair of tanks and similar cesses.

VII. (a) As regards facilities on his patta lands the tenant has absolute rights. As regards forests, porambokes and similar facilities the tenant may use them subject to the control of the zamindar.

(b) As regards porambokes, etc., the tenant can use the facilities for domestic and agricultural purposes, subject to the control of the zamindar.

(c) The tenants have the right of passages over public paths; normal use of communal lands; but has no rights over hills and forest lands except as stated above. All other rights belong to the zamindar.

VIII. (a), (b) and (c) The provisions of the Estates Land Act are sufficient.

IX. Yes.

X. The under-tenant has no legal status. He merely cultivates and takes his share of the crop for the time being. The crop is always liable for the tax due to the zamindar for the current fasli.

XI. (a) Better to make the civil court the final appellate authority.

(b) Civil courts.

XII. (a) The zamindar should be given the rights similar to those which the revenue Department has as regards to Government land.

(b) The same system as between the landholder and the tenant may be adopted in this case also.

VARDHINEDI CHALAMAYYA.

[The same copy has been received from Rao Sahib Kalli Chetti Abboy Nayudu, Pulla, Ellore taluk.]

**Memorandum by Mr. Y. Venkataratnam, Tadepalligudem, West Godavari district.**

While the Bill relating to the Madras Estates Land Act, i.e., Act I of 1908, was passing through the Legislative Council and in reply to an amendment moved by Hon'ble Mr. B. N. Sarma, the Hon'ble Mr. G. S. Forbes, the Government mover of the Bill, gave the following quotation from the Jeypore cowle which was given in 1795 and which was confirmed subsequently by Regulation XXV of 1802, which runs as follows:—

“ You are not to demand more than an adequate and just proportion of the produce of the soil according to mamul—etc., custom—and refrain from collection of all taxes that shall in their operation prove oppressive. You must protect and encourage the inhabitants that they may increase their cultivation as thereby you will increase your own wealth and the prosperity of the country (vide page 23 of the *Fort St. George Gazette*, Legislative Department, published on 17th March 1908.”

He further expressed that the settlement made by the British Government with the zamindars in the Northern Circars in particular, in laying down that they should not exact from the ryots any more than the prescribed customary rates.

By this it is clearly evident that the Local Government can interfere with the rights of the ryots in the permanently-settled estates also. When they exceeded the limits of the rights favoured with, as embodied in the Sannad-i-Milkiat Istimarar granted to the zamindars under the right of the provisions of Regulation XXV of 1802, when found that ryots are rack-rented.

To remedy this defect the Central Provinces Government took early steps to secure the rights of original village cultivators on whom, speaking generally, is conferred *the privilege of an occupancy tenure, with rents fixed by the Settlement Officer* for the term of the settlement leaving to the landlords the free control only of such lands as were in their own direct cultivation. The Central Provinces Government thus exhibit the somewhat curious spectacle of villages held by *artificially created landlord bodies*, but with a tenantry, whose land is for the most part held quite independent of any contract with the landlords and beyond the reach of their interference (vide page 138, Volume I of *Land Systems of British India* by B. H. Baden Powel).

If such step has been taken in this presidency also regarding the settlement of disputes between zamindars and zamindari ryots, can, in my humble opinion, be easily solved.

Y. VENKATARATNAM.

**Memorandum by Mr. Pemmaraju Gopalam, Ellore, dated 8th September 1937.**

1. I have read your proposal to appoint a committee to enquire into the condition of the zamindari tenants; it is a right step; when time arrives, I can make my suggestions to the committee, as I am a tenant in two zamindaris here (Saniwarpeta and Tangellamudi).

2. *Second point.*—Messrs. Basheer Ahmed and Bhakthavatsalam Nayudu proposed to you the other day the *removal* of the Revenue Board itself: If I understand them rightly what they mean was that the arbitrary power *exercised* by the Board, without even hearing the parties or vakils (which decisions the High Court or ordinary civil courts cannot scrutinize) ought to be *curtailed*, i.e., Board's *Standing Orders* to be revised: and for that purpose a committee of efficient men who had ample experience of those branches of work *have to be appointed*. That is in my humble view even more urgent than even the “*Zamindaris' committee.*”

3. During the last few years, when my ears have become dull, I have taken up *agriculture seriously*. But I find even that avocation is not free from difficulties. Small natural streams running through villages are now treated by the Public Works department, as drains, and the riparian owners, who utilize its water in *summer* when *delta canals* are closed for keeping alive the seed-beds which they raised on the *bapat wet lands* (for which they pay water-tax at Rs. 6-4-0 per acre), are penalized. There was a lot of such penalties in Atchanta-Vemavaram village in Narsapur taluk; all the victims of penalty paid it and kept quiet. I being one of the *sufferers*, filed a suit in Narsapur District Munsif's Court, in O.S. No. 75 of 1934, to declare that the water-course (*thaderu*) is a natural stream which the learned District Munsif, Mr. B. T. M. Raghavachari decided that the water-course (తాడెరు) (referred to) is a *natural stream* and that the riparian tenants on the banks are entitled to use its water free for seed-beds.

The decision was given on 30th August 1937. Public Work Department Executive Engineer came as a witness for defendant (Collector). I have applied for copies which I wish to submit to you and other concerned Ministers for information; and for necessary further action; this decision benefits about 200 ryots like myself in six villages. This is similar on a small scale to (*gunderu*) stream in Kistna district which was decided recently in favour of Challapalli Zamindar. The word *drain* is a 'misnomer' in several cases: more in my next communication; but I hesitate as your time is very valuable, I therefore crave for your permission and forbearance.

Please accept my sincere congratulations, that you have been placed in a position wherefrom you can do some lasting benefits to the populace, especially to landowners and agriculturists, so far as is possible under the circumstances; although I was reading all about your work and portfolio. I was not disposed to write to you, as my ears are again affected by inflammation which made me unable to respond to others. I desire to go to Vizagapatam for treatment. If I am not successful there, I go to Madras where I can have the comfort of seeing you in your present environment. I know you will be the same Mr. Prakasam, in whatever position you are placed, straightforward, rigidly adhering to principles and yet generous to all.

May God give you long life to serve the public and to better their condition!

PEMMARAJU GOPALAN.

**Memorandum by Mr. M. Parthasarathy Achari Avargal, B.A., Tahsildar, Nandigama, dated 5th December 1937.**

On the occasion of your visit to Pithapuram, we, the zamindari ryots of Pithapuram taluk, beg to draw your serious attention to the following grievances which we would invite you to investigate, consider and redress at an early date:—

- (1) *Irrigation*.—Many of the irrigation sources are in a neglected condition and in a state of disrepair. Tanks are mostly uncared for. The necessary improvements are either not carried out from year to year, or to the extent required. Considerations of political or other differences influence the zamindar in carrying out the improvements regularly, apart from the question of his self-interest. Even in the distribution of available water to the fields, the whim or caprice of the zamindar's employee or official or pettandar is allowed to govern; and right of distribution is used as a weapon to put down opponents. Moreover, lands not previously or usually under cultivation have been provided with water facilities at the expense of neighbouring villages and fields. This is on account of personal motives in order to accommodate favourites.
- (2) Tanks and tank-beds admittedly intended for irrigation purposes, and meant to act as reservoirs of water are being drained entirely of water in November or early December, to be let out by auction to bidders at the highest bid for purposes of pasture and cultivation. Part of the tank bed is also leased out in July for rice cultivation. This results in the tanks not being allowed to fill in with water at any period of the year; and to their being dried up entirely in winter and summer months. Hardly even the first crop is matured when water is drained away from the irrigation tanks; and no opportunity whatever is left for raising a second crop.
- (3) All this calls for immediate redress. We take the liberty of urging upon you the necessity of drawing up a special Irrigation Act for the purpose of transferring control over the entire field of irrigation from the proprietor to the Provincial Government. Only thus can the evils of irrigation administration—left to the tender mercies of an individual proprietor interested in their profits and not in practice made liable for their charges—be avoided. We would impress upon you the necessity of bringing in such a measure at the earliest possible date so that it may precede in point of time any other legislation that the Government may undertake in regard to proprietary areas.

We bring the following to your notice as being among the most pressing of our needs and grievances, and in the completest confidence that they would receive your sympathetic attention and consideration:—

- (1) *Arrears of rent*.—These have accumulated for the last so many years on account of the failure of the zamindar to give any remissions even in the hardest year for the cultivators. Hundreds of suits for realization of arrears have been filed recently by the zamindars in all the villages of their estates. This had the effect of coercing several of the parties into payment dreading

the consequences of action in court. We represent to you that all proceedings in pending suits in regard to arrears may be stayed for a long enough period to incorporate them in the moratorium or other relief that may be provided by the Local Government; and that such relief measures as the Government are considering may be provided with retrospective effect.

(2) *Instalments of rent payment.*—The present instalments of September to December for payment of rent are most unreasonable and inequitable. At a time when crops are hardly under way, and in some cases when the transplantation season has not even ended, and the fate of the crops is still undecided, the demand for rent comes as a thunderbolt.

We request you by an immediate amendment to the Estates Land Act to bring relief to the cultivator by providing for instalments in February, March, April and May.

### Memorandum by the Andhra Swarajya Party, Bezwada.

1. *Introductory.*—On behalf of the Andhra Swarajya Party, Bezwada, we, the undersigned members of the Party, beg to tender the following minute of evidence in reply to the questionnaire issued by your committee. In this connexion, we desire to mention that our Party is the one political Party in the Presidency which had asked for a committee of enquiry into these zamindari institutions and their working as at present.

2. *Importance of the problem.*—Several districts in our Province, e.g., Ganjam, Vizagapatam, Godavari (East and West), Kistna, Nellore and Chittoor,—*not to speak of the wide and extensive jagirs of the Telangana area*, will be largely affected by this problem of the zamindari enquiry; and, on a rough estimate, we believe, it will involve nearly a third part of our population in the Andhra area.

3. *Scope of enquiry too narrow.*—At the outset, we deem it our duty to point out that, compared with the importance of the problem of these zamindaris and their place in our body politic, social and economic in India, and especially in the present-day atmosphere obtaining about us in the country, the terms or reference of the committee as well as the items of the questionnaire issued thereunder are much too narrow in scope for an adequate consideration of the various issues underlying the problem. For example, under this questionnaire, one is precluded from discussing such vital and widely debated matters like (i) the abolition of these zamindari institutions; (ii) the abolition of the Court of Wards; (iii) the personal expenditure of the Zamindars; (iv) their representation on the legislatures of the land; (v) the general material and moral condition of the zamin ryots and zamin servants; and (vi) the place of these zamindaris in the wider scheme of our Swaraj, etc. But, at the same time, we are bound to confess that we are obliged to the members of the committee for allowing us to traverse a wider field as may be necessary for a fuller consideration of the subject.

4. *The question of ownership.*—For purposes of this minute, we desire to discuss chiefly the very first item of the questionnaire, as to who is the owner of the land, viz., the zamindar or ryot. Because, we believe, on a correct solution of it will depend the fate of most of the other issues involved in this problem.

5. The question, as they say, is a moot point; and, possibly, it has been left unanswered even in respect of the *jirayati* land. In our view, the question has cropped up at all because of an innate ignorance of the Indian stand-point in respect of our land-ownership and political sovereignty. And, to add to the confusion, there has been an importation of the alien, western, notions of land theory and practice into India. From this question also arose its necessary counterpart as to whether our Land Revenue in India is a rent or merely a tax.

6. *Seat of sovereignty.*—According to the western political theorists, the State is supposed to be the sovereign-owner of all land; and the ryot, as its tiller, pays a rent for its use to the suzerain. In their search for sovereignty, these Western political thinkers have sought for its location successively in the King, King-in-Parliament, Parliament and in the people, so much so that, till recently, the European axiom for political sovereignty has been a *Vox populi vox Dei*. Of late, however, with the faith in God gone out of its mind, at any rate in Russia, the West has been turning to locate the seats of sovereignty in its fields and slums, if not in an aery nothing. But, we opine, the Indian stand-point has been quite different from this.

7. So far as the Indian tradition is concerned, we may say with the author of the 'Goshti', Volume I, p. 73, "Swaraj, in the words of Babu Bhagavandas, is the *Raj* of the *Swā* or the Rule of the Self; and as the real, inner Self is the Soul or the *Atma*; *Swaraj* becomes *Atma Raj* or the Kingdom of God, whose law shall be the supreme *Dharma*..

The Maha Vishnu thus becomes, as in the *Sandhya Sankalpa—Maha Vishno Rajnaya Pravarthamanasya*—the rest Ruler of this Universe, or, as Sree Gopala Krishna used to say, He (God) becomes the sovereign of our State; Sree Ramachandra, the real President of the Andhra Provincial Congress Committee; Sree Ranganadha, the Chancellor of *Tamilnadu*; the Ruler or President of All-India, at least according to the *Maha-Bhagavatam*, dwelleth at Badarika *భారత-ద్వీపశిఖరేన బీదరికా శ్రవణకువనస్య నారాయణండు* and the Lord of the Universe, *Viswanadha*, resides in Kasi—and He of the world at Puri, Jaganadh". The theme, we are afraid, is too subtle and, we might say, too superstitious for our modern understanding and, therefore, we hope we might explain it a bit with reference to a concrete instance.

8. *Example of Travancore.*—Thus, in the still-extant (Hindu) State of Travancore, the entire land is reckoned as the property of the temple-God, *Sree Padmanabha Swami*; and the Ruler is called his Servant—*Padmanaba Dasa*. To some extent, this tradition also obtains in most of our villages and towns where there are temples owning lands, houses, and estates. The idea of course is that, as in a bank all the moneys are owned by the company and the manager or agent is a mere trustee and administrator and not the sole proprietor of its estate, likewise, according to the Indian political theory, the ultimate sovereignty of a State is vested in an impersonal God-head, whose claims are both supreme and sacrosant, and before whose interests those of our princes and peasantry will pale into a petty insignificance; and, in fact, the Breath of whose Voice shall be the Divine Law—*Dharma*—of the land and the king shall but administer it in the light of the wisdom of his inspired Sage Saints, the well-known Rishies and Munies. If this position is clearly grasped and fully realized in our actual society, then, we opine, there will be such a land revolution in India as has never been yet known in human history.

9. *Religious endowments.*—This takes us naturally to a consideration of our temples, mutts, peethas and other religious and educational institutions, which, like the Church in the West, have been enjoying large estates not being second perhaps to the belongings of these zamindaris in extent, and, in point of their range, being quite universal with our life itself in India. And, in the wake of a Justice Ministry's preliminary reform, if a new religious legislation could be enacted whereby all the resources of these endowments can be pooled up and administered as the nucleus of a new estate in the country, then, verily, is there a Kingdom of God upon Earth nigh at hand!

10. But our present discussion is the question of our zamindaris, and confining ourselves to the subject of ownership of land in these estates, we find that there are insuperable difficulties in the way of our recognizing the zamindar as the owner of these lands, even according to the Western political theory. Because the King, as the over-lord, has got in theory and occasionally enjoys in practice also a complete Legislative, Judicial and even Executive Suzerainty over both the person and property of the landholder and his subjects alike.

11. *Dyarchic administration.*—If we view these estates from the stand-point of their administration, this position will be better and more clearly realized. Because the whole country, including the Justice *Raj*, it is well-known, had rebelled with one voice against the Montford form of Dyarchy in our Provinces; but we do not know what to say of the form which is now obtaining in our zamindari villages and towns. Thus in a zamindari estate, a Zamindar gets the bulk of the land revenue in the village; but the village panchayat, if there be one, is under the control of the Local Self-Government Ministry; the village school is generally attached to the district board; the administration of justice is in the hands of the law officers of the Crown; the local board elections have split the the princes and people into sections; the Police, Revenue, Co-operative, Agricultural, Endowment and other departmental heads and officers have each got his own say in their administration; the tanks and wells and the village roads, we suppose, are a nobody's job; and the British Army of occupation defends their hearths and homes in times of trial. God alone knows how the people under such a system can thrive and prosper or even how the zamindars themselves can grow into man's estate under these conditions which must be described as humiliating and demoralising in the extreme. If we were zamindars, we imagine, we should have thrown up these zamins to the winds and made a present of the whole lot to the State for what it will be pleased to make of them for the benefit of our people and of ourselves.

12. *Origin of these zamindaris.*—Here, we hope, we may refer to the origin of these zamindari institutions in our country. It is clearly that the word *zamindar* is derived from the Hindustani term *zameen*, meaning land, from which the State was deriving a good deal of its revenue. And a zamindar was one collected the circar's or company's *zameen* or land revenue. In other words, a Zamindar was originally what a Collector may be said to be now under British Raj, with, however, a good deal of difference in their status,

powers, functions and emoluments. Most of these land-holdings, we suppose, owe their origin to some sort of fiscal or military service, rendered to the State during the days of the early British or Islamic Raj of our mediaeval times.

13. In their ancieney, their origin may be traced to the provisions of the *Manu Smrathi*, which *inter alia* had prescribed ; (1) a village head for every village ; (2) a superintendent for ten such villages ; (3) one for a hundred villages ; and (4) a chief for one thousand of them (VII.—115). The remuneration of these regional heads is thus laid down by *Manu* ; "The head of ten villages shall enjoy a *Kulam* of land (about 12 acres) : he of twenty, five *Kulas*. The Chief of a hundred *Gramas* shall wield an ordinary village ; and a *Sahasra-adhipathi* will get a *Puram* or township for himself" (7—119). In its humble beginnings, then, here is the origin not only of these zamindaris in India, but of the entire administrative structure of even the British Indian system which has been following more or less the lines laid down by *Manu* in its essential fundamentals. And we would venture to submit that the above provisions of the *smrithi* contain the germs of our modern organization through the village officials, Firka Inspectors, Taluk Tahsildars and District Collectors. And these provisions, we might add, will, if closely pursued, throw a flood of light on our modern practice and correct it too of its main errors and overgrowths.

14. *Value of the smrithis*.—Let us take, for example, the system of paying our officials in kind. It has been in vogue in our country throughout the ages. And it has been adopted in some other countries also from time to time. But what is more to our purpose, it is potential of great results for our future. When we need crores and crores of rupees for additional expenditure and lakhs are to be lost to the public treasury on account of prohibition and other causes, how can a Swarajist Minister balance his budget except by a resort to these *smrithi* methods ? It is time, we believe, that our Bastables are thrown into a W.P.B. and the *Sutras* of *Manu* and the *Codes* of *Kautilya* are re-enthroned in our hearts, nay, in our works. Likewise, we believe, are the 'Civil lists' of our zamindars a scandal from the public point of view. And if a system like the one laid down in the *smrithis* is adopted, and, we suppose, the I.C.S. from London is replaced by an I.Z.S. (zamindari service) from India with a payment in kind as abovesaid, then, indeed, we have got all the reforms in service that we need and a huge surplus too to boot in the exchequer for the public good. But will our Legislators take note of it ? We wonder !

15. *Growing bitterness against these zamindars*.—We might notice here the growing bitterness in the country against these zamindari institutions, so much so, that in certain quarters, there has arisen a demand for their complete abolition altogether ; and we desire that the Committee should take note of the same. In our view, the causes for this bitterness may be classified under three heads. (1) The personal ways of the holders of these estates, who have, on the one hand, grown awfully indolent towards their legitimate duties by the administration of their holdings and, on the other, have been incurring a huge and extravagant personal expenditure for their needs, which have grown beyond all reasonable proportions as compared with their resources, so, much so that some of them have been spending, we suppose, more sums per annum than, for instance, the Viceroy of India, while, at the same time, their heads of service draw a salary of not much more than what a Secretariat daffadar earns nowadays and the bulk of their peasantry and populace are starving and are on the verge of pauperism. (2) The increasing self-consciousness and the rising dignity and self-assertion of the zamin ryot and labourer to some extent, who are no longer prepared to serve as the hewers of wood and drawers of water for their erstwhile feudal over-lords. (3) And thirdly, there is the impact of the Russian Revolution on our own social and economic structure in India which has got its own effect on the demand for a complete abolition of these institutions. If, in Russia, all the Royalty and feudal aristocracy could be abolished and its effects given away to the poor and the hardy peasantry and labourers, our people in India too have begun asking themselves whether such a reform will not be a great desideratum also here.

16. *Warning to the zamindars*.—We have no mind, indeed, to discuss these causes at any length ; but, at the same time, we deem it our duty to strike a note of warning against the ways of many of the members of this distinguished order which, we are prepared to own, has played no small part in building up our public life in the past and, we are hoping, will still continue to play a larger part in future.

17. Without any exaggeration or an overdrawn picture and confining ourselves to a few bare facts of our existence, we believe that these zamindars are spending on their personal needs and luxuries quite a disproportionate part of their total incomes, with the result that, in many cases, the peasantry and labourers are starved ; the education of their boys goes uncared for ; the village tanks have got silted up for want of repair ; the temples and *chatrams* have gone into ruin ; the village roads have been uncared for ; and there is



practically no love-lost between the zamindar and his people; and, in certain places, the tenantry is fast rising up in revolt, refusing the payment of taxes and even resorting to violence in a few extreme cases against the zamindars here and there.

18. We venture to cite a positive example here. For instance, let us take the Vizagapatam district, which, it is well-known, is a largely zamindari tract. Out of a total population of 25 to 30 lakhs in this district, we believe that as many as five to six lakhs have migrated to other places like Bezwada, Rajahmundry, Kharagpur, Kidderpur, Jamshedpur, Assam, Rangoon, etc., during the last half-century. If we go to examine the causes of this migration, we will find that it is due to a periodical failure of crops in this area, which itself has been due to the neglect in repairing the village tanks and water sources by the zamindars; and while the treasuries are practically empty and devoid of funds, the personal allowances of the Royal Household, including their election and other expenses, easily amount to several lakhs per annum and there seems to be no hope for a way-out of this muddle, unless the 'Civil lists' of their chiefs are strictly controlled and limited by statute or otherwise.

19. *Abolition not an immediate issue.*—Whatever be the ultimate solution of this problem, we believe that the question of a complete abolition of these estates is not an immediately practicable proposition. And we would like to sum up our reasons for such a view. (1) In the first place, while there have been zamindars and zamindars—and several of them have served also as *zamindars* to the alien Muslim and British rulers in the country—we do not share the view that the zamindari institution itself has been an unmixed evil in India. And, to mention but a few instances, the part played by the houses of Vizianagram, Jeyypore, Amaravati, Bobbili, Pithapuram, Peddapuram, Nuzvid, Venkatagiri, etc., in this part of the country for the advancement of our religion, culture, education, art, literature, science, sculpture, valour, sport, etc., will rank as no mean or inconsiderable, either in quality or extent, in the building up of our public life in Andhra; and, if, of late, they have fallen or at least are not able to cope with the tide of a flood of modernism, we suppose, it is because of factors over which they have no control possibly and, at any rate, their fall is common with all the rest of our countrymen in every department of our life and activity. (2) Secondly, while these zamindars, like our business community, are a generally conservative lot, at the same time, we do not share the view that they are too conservative or grown out of date for our modern political purposes. In this wise, as one of us had put it elsewhere. "They (these zamindars) are also trying to move along with the times; and, so far as our part of the country is concerned, they have broken their bangles and left off their harems and are once again taking a leading part in our elections, local boards, legislatures and our business and other affairs of the country." (3) Moreover the introduction of the federal principle as between British India and the Native States, in our view, marks an important departure in our politico-economic conditions throughout the country; and, in our tackling the bigger problems as between the States and the Governors' Provinces, or the re distribution *inter se* of the Governors' Provinces themselves, this matter of the zamindaris may soon lose its present bitterness and even pale into insignificance ultimately. And, in this process, it is our belief that, while the people will have to rely more and more upon the support of these zamindars for advice, guidance and even financial aid, the latter themselves will have greater opportunities to associate hereafter more freely and contribute to bring about a happier harmony than at present obtains between both in the country. Thus, the taking part of, say, a Vuyyur Raja in establishing a College at Bezwada or of the Challapalli Raja in the recent Andhra Sabhas, we opine, has tended to bridge up to some extent the gulf between our patricians and plebians; and we are hoping that such common ties will become more frequent and prolific than heretofore. (4) Lastly, we are afraid, that we are yet far off from even a distant vision of our future Swaraj for devising a proper scheme of amalgamation, absorption, addition, or elimination of these zamindari institutions in relation to that final structure of our dreams. And both in this transitional epoch as well as for our raising and building up our future Swarajist State in India, we opine, we can hardly dispense with the traditions, or even resources of these estates, which we deem to be an invaluable asset to the nation at this stage of our existence; while as for the future, we have got enough faith in ourselves as well as in our aristocracy to hope for their rising to the occasion along with the rest of the country for putting forth their own share of valour and sacrifice for the nation at the time of our real need.

20. *Remove the causes of bitterness.*—While we have no desire at this stage to confuse the immediate issues on hand with the ultimate solution of this problem, we feel that there never has been greater need than now for removing some of these causes of bitterness between our landlords and their tenantry and for making them both more useful and beneficial to the public good than at present. And, towards this end, we venture to submit the following recommendations for your committee's earnest consideration.



21. *A. Zamindar's duty.*—So far as the zamindars are concerned, we suggest that (1) They should take immediate steps to curtail their personal expenditure ; in this regard, the worthy example of the present Cabinet members must be brought home deeply to these landed magnates. (2) They should take a greater interest in the administration and development of their estates and their resources. Thus, while there are scores of these millionaires and multi-millionaires in the Andhradesa, we can easily show that not one of them has been responsible for launching a scheme of any large-scale bank, insurance company, agricultural colonization, mining enterprise, steam-ship building, or other bigger industry for which their energies and resources could be most usefully devoted. In this connexion, we venture to suggest that Britain rules India not so much through her valour as by her industry and commerce ; and if the aristocracy of our land cannot or will not play its part in the building up of our national where withal, then, we are afraid, it will have to get out and still not complain. (3) Thirdly, in proportion to the fall of the commodity prices since the last war, the zamindars should reduce the burden of taxation on their tenantry, say to the tune of at least 25 per cent of its present level. (4) Fourthly, wherever they have got large extents of cultivable waste or even personal inams for that matter, they should make it a point to part with the same for providing every landless man in their estates with an acre or two of the same. (5) Fifthly, they should provide post-haste for the repairing and replenishing of their former *chatrams* which have gone into disuse for the purpose of giving food to every needy man, woman, or child in their estates, so that, when the hour of reckoning comes, as it is bound to come shortly, they can be able to say with pride that there is not a single starving soul under their care. (6) And lastly, the lot of their servants has got to be bettered in every way.

22. *B. People's responsibility.*—So far as the people of these estates are concerned, we should advise them (1) to shed their fear and organize themselves ; (2) to study the problems that are facing them and their landlords ; (3) and to co-operate in every way with the zamindars in all sensible and reasonable measures of reform aimed at rooting out ignorance, illiteracy, hunger, poverty, crime and misery from the land.

23. *C. Tasks ahead of the Government.*—In regard to what the State should do in this wise, we venture to think that (1) They should endeavour to get the provision of the reserved seats and separate electorates for these landholders in our Legislatures removed from the statute book. These, in our view, are not only unnecessary, because, any day, a zamindar, by virtue of his capacities and resources, can easily manage to fit himself in one political party of the land or other and come up to the fore-front, but it is also a constant source of friction and irritation between the landlords and others. While these separate electorates last, however, these zamindars should make it a policy not to contest any general seats, because, in our view, the present cry against the zamindars is not a whit due to their standing for all and sundry posts. (2) We are of opinion that the Court of Wards should be forthwith abolished ; and, where a Council of Regency or Trustees has got to be appointed, it should be always from the ranks of the most respectable citizens of the estates themselves. (3) Thirdly, the Government should sanction a remission in their *peshkash* in proportion to the reduction of the zamindari revenue. (4) And lastly, the State should endeavour to work up an integral scheme of *Panchayat Raj* for our villages, taluks, districts and Provinces in the country, as suggested by the late Desabandhu Das in his " Out-line scheme of Swaraj ", which, in our view, provides a basis for the solution eventually of both our zamindari as well as non-zamindari territories in the land.

24. *Conclusion.*—In conclusion, we desire to add that our Mr. G. V. Subba Rao of us, is willing to furnish any personal or oral explanation of the above evidence as may be deemed necessary by the Committee.

G. V. SUBBA RAO,  
*President.*

**Memorandum by M.Ry. Ch. Venkata Krishna Nayudu Garu, Member, District Board, Kistna, dated 30th November 1937.**

I (a) A discussion of this question does not very much contribute to a solution of the zamindar-tenant problem as it is purely academic. The respective rights of the zamindar and the tenant have already been clearly defined and it is not necessary to discuss or to revise those rights in order to elevate the economic position of the ryot or to remove the difficulties that he may be experiencing. However, if an answer is needed it may be stated at the very outset that the zamindari system itself is based on a recognition of the proprietary right of the zamindar in the land. The basic principle underlying the permanent settlement was that the proprietary right of the zamindar in the land should be admitted consistently with the rights of the cultivators of the soil so as not only to ensure permanency of revenue but specifically to grant him also the status of proprietor of the soil. That is the spirit and letter of the settlement of 1802.

Subsequent legislative measures including the Madras Estates Land Act as recently amended have sought to preserve this right in several ways recognizing that the interest of the zamindar in the land is primary as against the secondary or limited interest of the tenant. The Madras Estates Land Act provides that in the event of abandonment or relinquishment of land by a tenant it becomes the property of the zamindar. This unmistakably recognizes the superior interest of the zamindar in the land. Even with regard to occupancy rights it is laid down that a tenant can acquire occupancy rights only if he is admitted in to the land by the zamindar. Occupancy may no doubt establish the tenant's right of possession in the land but that is entirely distinct from the right of property that is vested in the zamindar. While thus the proprietary right of the zamindar in the land is clearly distinguished from the tenant's right of occupancy, in the case of the zamindar's private lands and in respect of waste lands the absolute right of the zamindar is carefully preserved.

The right of property of the zamindar in the land does not however, render the tenant's right of possession in the soil precarious. The tenant is rarely if ever interfered within the exercise of his right to mortgage, lease or sell his land. He is, therefore, not in a position very different from that of a tenant in the ryotwari area.

The proprietary right of the zamindar only reserves for him the mining rights. Even in respect of this, however, it is fair that the tenant should also enjoy the right of sharing in the mineral resources that may be found in the land in which he has occupancy rights. If provision is made for this it is immaterial to the tenant as well as the zamindar whether the one or the other is recognized as the proprietor of the soil.

I. (b) The zamindar is the proprietor of the land with the responsibility fixed on him to preserve, increase or improve the extent of cultivable area in his estate and with the right of collecting rent on all cultivated land. The tenant is in the position of a cultivator with permanent occupancy rights and with protection ensured to him from ejection from the land so long as he pays the rent to the zamindar and does not cause anything to be done which makes the land unfit for cultivation. The distinct right of the tenant, therefore, of possession in the soil acquired by occupancy has been recognized and he is not fettered by any conditions in the exercise of that right.

II. It is difficult to define what is fair and equitable rent as a matter of general principle without any relation to the conditions of the area for which rent is to be settled or the facts of the case in which such determination is to be made. The Madras Estates Land Act recognizes this difficulty and provides, therefore, that the rate of rent lawfully payable to the zamindar for the time being must be considered fair and equitable until the contrary is proved. The right of the zamindar to enhance the rates of rent has been circumscribed by several conditions and the necessary safeguards have been provided against arbitrary enhancement of rent. The principle on which settlement of rents was made in the zamindaris is the same as that adopted in Government areas and, while it may be true that in certain areas the rates of rent are higher than those in the ryotwari areas it cannot be denied that in certain other zamindari areas the rates that now prevail are very much lower than those obtaining in the ryotwari areas with almost the same fertility of soil and natural facilities. Assessment of rent was made in 1802 on the basis of the nature of the soil and the facilities of water-supply and drainage that existed in a particular area. Several improvements having been made by providing for better irrigation facilities and the soil having been considerably improved those rates, at any rate in certain areas cannot in any manner be considered fair and equitable now. The average yield on such lands and the average price levels over a period of ten years have considerably added to the value of the lands so that the rents paid on them require to be enhanced in order to be proportionate to the average yield or even to be in conformity with the standard of rates prevailing in the ryotwari area on lands with the same fertility of soil and irrigation and other facilities. It is necessary therefore, that the zamindar's right of enhancing rents in such areas must be preserved. Otherwise it would be a hardship on him. If a general revision of rates of rent, is felt necessary, and is decided upon however such a revision must be made with reference to rates of assessment obtaining in the neighbouring ryotwari area. It should not be confined to estates in which rents are higher than the ryotwari assessment but should be extended to zamindaris where the existing rents are lower than the ryotwari assessment. If there is to be a scaling down in some cases there is no reason why there should not be a scaling up also by adopting the ryotwari assessment as a standard.

The nature of the soil is the main basis on which assessment of rent is to be made. The average yield on the land and the price levels over a period of ten years must also be taken into consideration. To put it generally it would not in any way be a hardship on the tenants if one-sixth of the net income on the land is fixed as fair and equitable rent.

(c) In certain zamindari areas the need for remission of rent on occasions of general failure of crops is recognized and the tenants are deriving the benefit of that recognition. If remission of rent should be made compulsory by providing for it in the statute it should be confined only to cases of a general fall in prices entitling the zamindar also to a proportionate remission in the peshkash he has to pay.

In cases of failure of crops the custom that now prevails in the different estates need not be replaced by any statutory provision as it would only lead to unnecessary friction and litigation.

(d) Although it is not likely that there would be quick and sudden changes in the nature of soils or in the economic conditions of a particular area it is neither practicable nor desirable to settle the rate of rent for any particular area permanently. While the nature of the soil, the average price level over a period of twenty years and the improvements effected in the area should be the main factors in the determination of fair and equitable rent the general economic conditions prevailing in the area at the time the revision of the rates is made should also be taken into consideration.

(e) A general power of revision of rents by executive action through settlement officers is neither necessary nor desirable as provision for such power will only place the parties concerned at the mercy and caprice of the executive Government and also as it would be undoubtedly costlier than adjudication by civil courts or revenue officers. There are adequate safeguards for the tenants in the Madras Estates Land Act, 1934, against arbitrary enhancement of rent and there are provisions equally adequate for the zamindar to enhance the rent wherever it is necessary. I do not think that there is any need to modify or amend these provisions.

III. Three ways of collecting rent have been provided for in the amended Estates Land Act for the zamindar, all of them designed to protect the tenant from harrassment and oppression and make it easy for the zamindar to collect the revenue. But in practice they are not having the desired effect but only making it difficult for the zamindar to collect the rent. The method of distraint and sale of movable property is not in effect helping the zamindar to realize the rent with the least possible delay on account of the intervention of Government Revenue officers which is prescribed by the statute. Neither is it possible under this method to minimise the annoyance that is likely to be caused to the tenant. The interference of such officers may be dispensed with or at any rate considerably curtailed.

A cheaper and a more convenient procedure for all the parties concerned would be to provide for keeping the distraint property in the custody of the village munsif and fix a time-limit for the sale of the same.

The method of realization of rent by sale of a tenant's holding not only causes undue delay for the zamindar but proves very costly to the ryot in the end. For the scale of charges fixed is so high that the expenses incidental to the whole procedure constitute in the result a heavier burden for the ryot than the rent itself. The time-limit fixed for service and other formalities has not only to be considerably reduced but the scale of charges should also be entirely revised.

Notification in the Gazette before a holding is brought to sale is absolutely superfluous and may conveniently be dispensed with. It is also found in practice that it is not necessary to serve two notices before the holding is brought to sale as it would only cause delay without confirming any advantage on the tenant.

¶ A slight modification in regard to the time-limit for distraint of immovable property is also necessary. It would be convenient for the zamindar as well as the ryot if the time limit for distraint of property is fixed as two years so that there may be an interval of one year from the date of distraint of property till a suit is filed for recovery of rent.

IV. The question whether the rights of tenants to water-supply are appurtenant to land or are merely a matter of contract between them and the landholder is of special importance to certain zamindars as there is extensive cultivation under tanks or other sources of irrigation under their control. Whatever the legal aspect of the question may be the obligation of the zamindar to supply water to the tenants for lands registered as wet so long as they pay him the wet assessment must be admitted.

It naturally follows, therefore, that the zamindar should have a superior and proprietary right in the water-sources as the peshkash he pays includes assessment on such sources also.

V. It is in the interests of the zamindar as well as the tenants to have the estate surveyed periodically but it is desirable that the intervals between one survey and another should be fairly long so as to avoid unnecessary expenditure. In my opinion it is just and fair that the tenants should bear  $\frac{2}{3}$  and the zamindar  $\frac{1}{3}$  of the cost of the survey as periodical survey operations help more to safeguard the interests of the tenants, than those of the zamindar. In estates, however, where survey is made by the Government from time to time for purposes of assessment of water-rate there does not appear to be any need for special survey being made by the zamindar as the Government survey may be adopted by the zamindar also. It is necessary here to deal with a subject which is of special importance to a few zamindaris in the northern circars. I refer to the survey of lanka lands. The nature of lanka lands is different from that of other lands. They are not fixed in extent and, as a result of floods and erosion, may increase or decrease every year. Frequent survey of such lands would be too expensive both for the zamindar and the tenants. The survey of such lands, therefore, may be made once in 20 years if necessary. The cost of the survey should be borne in the same manner as in the case of the survey of other lands.

The question of erosion raises another problem—that of remission of rent on seri lanka lands lost in erosion. In such cases on application by the aggrieved tenants the Government through their local officials or the zamindar himself may have the holding surveyed and grant whatever remission is necessary. As regards the claim of the tenants for possession of lanka lands which are newly formed in spots where some years ago erosion caused the disappearance of their lands the method adopted by the Government in the area under their control may conveniently be followed in the zamindaris also.

When a portion of seri lanka land is eroded the Government deducts the proportionate rent if the tenant relinquishes his title to that portion. But if he wants to preserve that title he will have to continue to pay rent for the extent eroded also so that when the lanka is reformed in that spot he may claim possession of the same. This procedure is just and fair and may, therefore, be adopted in the zamindari areas also.

Preparation of a record of rights would have well served the purpose for which it was intended if it had been effected at the time of the passing of the Estates Land Act in 1908 but such an attempt now, would only be vexatious and costly without in any manner being beneficial either to the zamindar or to the tenants. It would give scope for unnecessary litigation and petty disputes between one tenant and another and between the tenants and the zamindar. There is besides no need now to prepare a record of rights as the rights of the zamindar and the tenants have been fairly permanently settled since 1908.

VI. Customary levies are made mainly to secure for the community in general the services of certain classes of servants. In the Challapalli estate, for instance, a levy called khereejulu is made from the tenants to maintain a staff of vettis in certain villages to render communal service. The income derived from the levies is not appropriated by the zamindar but is spent on the maintenance of such services. It is not unfair, however, to cancel customary levies wherever they are a source of income to the zamindar. But so long as they are made with the object of maintaining communal services they cannot and should not be cancelled.

VII. (a) Pasture lands and forests form part of the assessed area on which the zamindar pays peshkash and therefore constitute his absolute property. All such lands cannot be classed as communal and no statutory provision of a sweeping nature can be made for the rights of the tenants for grazing their cattle or collecting wood for agricultural implements. Even where pasture lands and forests have been prescribed for communal use it is neither practicable nor desirable to allow the ryots to use them unfettered and uncontrolled. If they are to be properly maintained and preserved their use has to be regulated and controlled by the zamindar. But that is only in the case of forests and pasture lands which have been permanently set apart for a specific purpose. In certain estates where forests or pasture lands exist only nominally and have not been set apart or cannot be set apart for any specific purpose it is desirable that the zamindar's right of converting them in a manner which would serve his and the tenants' interests best should not be fettered. There is also no need to replace the usage obtaining in the different estates by a statutory provision.

VII. (c) The tenants enjoy the right of use of public paths and the zamindar has a reversionary right in them. But since public paths and punthas in most of the estates are not fixed in width on any principle, it often happens the entire waste land in which the zamindar has the proprietary right is claimed to be communal land and used as highways. The principle adopted in Government and local fund areas in fixing the width of public paths must be followed in the zamindari areas also and the extent which is not required as highways or for communal purposes must be placed at the disposal of the zamindar who would put it to any use he may consider proper.

Tanks also form part of the absolute property of the zamindar on which he has a right to derive income subject, of course, to the rights that custom or usage may have conferred on the tenants.

VIII. As regards maintenance and repair of irrigation works the provisions in the amended Estates Land Act protect the interests of the tenants properly and there is no need to alter them. The obligation on the part of the zamindar to maintain in proper condition the irrigation works in his estate cannot be questioned. But it relates only to important works leaving the responsibility for attending to petty works to the tenants.

The powers vested in the Government of interference in cases of neglect of irrigation works by the zamindar provide all the safeguards necessary for the tenants and it is not desirable to vest any more powers in the Government.

IX. The system of annual jamabandi needs strict enforcement in every estate as it would help the zamindar to maintain proper accounts and provide for timely redress of the grievances of the tenants.

X. A slight modification in regard to the law governing the relationship between the zamindar and the under-tenant is necessary. The zamindar may be empowered in cases of arrears of rent on a plot of land cultivated by an under-tenant to serve a notice on the under tenant also before proceeding against the plot. It is a modification calculated to safeguard the interests of the pattadar as well as the under-tenant. The status of the under-tenant also requires improvement which may be secured by providing for fixity of tenure and by the determination of the rent he has to pay to the tenant with reference to well-defined principles.

XI. (a) The Board of Revenue may continue to be the final appellate and revisional authority in proceedings between zamindars and tenants as the constitution of a special tribunal would only entail additional expenditure and may not after all create more confidence in the parties than the Board of Revenue.

(b) To avoid confusion and costliness it is desirable that the revenue and civil courts should be allowed in future also the jurisdiction they now enjoy in respect of proceedings between landholders and tenants according as they relate to revenue or civil law.

XII. Provision for proper relief and remedies for the zamindar in respect of unauthorized occupation of his lands by the tenants is one of the most important needs arising from the present political and agrarian conditions. Cases of unauthorized occupation are tending to increase in number and the best remedy that can be provided for the zamindar is to make a statutory provision for criminal prosecution of the tenant who is found by proper authority to have made such unauthorized occupation. The present Act no doubt provides for the initiation of criminal proceedings against a tenant for unauthorized occupation but in practice that provision is not having the desired effect as the matter is left ultimately to be decided only by a civil court. A civil suit is not by any means an easy or cheap remedy to the zamindar. It is essential, therefore, that a remedy which would not be costly and at the same time act as a deterrent should be provided. The Collector or any officer deputed by him may be empowered to try and decide such cases with the High Court as the final appellate authority. Or in the alternative provision has to be made for eviction of the unauthorized occupant through the Collector and for realization of damages by the zamindar.

(b) The law in regard to collection of jodi, poruppu and kattubadi does not require any modification as it only recognizes the rights and privileges of the classes who pay them and who are themselves landholders.

Another point which it is necessary to stress here is the need for provision of direct control for the zamindar over the village officers. It is part of the duty of the village officers especially karnams, to render service to the zamindar also by preparing for him the village accounts. But gross neglect of that duty is common in most estates. Absence of direct control of the zamindar over these officers is the main cause for such neglect. It is necessary, therefore, in order to facilitate proper maintenance of revenue accounts that the zamindar also should be empowered to exercise direct control over village officers. The zamindar may be empowered to fine, suspend or dismiss the village officers who of course may be given the right of appeal to the Revenue Divisional Officer.

CH. VENKATKRISHNA NAYUDU,  
District Board Member, Kistna.

**Memorandum by Mr. V. Ramamurti, Potarlanka village in the estate of Challapalli,  
Kistna district, dated 5th November 1937.**

I. (a) The tenant is in reality the proprietor of the soil. The tenant existed even long before the landholder existed or made his appearance. The priority of the tenant may be traced to the time when man's instinct tilled the soil for food, irrespective of Governments or zami institutions which never existed then.

(b) The interest that the tenant has in the soil is innate, unquestionable and unbounded by any considerations of a landholder whose business is mere collection of tax due or undue. The tenant cultivates the land not in the sheer sense to pay the landholder from whom he derives no benefit constitutional or personal, but in the sense to produce food not only for himself, but also for the world at large. Really the tenant is the primitive son of the soil; he never exists for the exploiting, arrogating and extravagant zamindar. The soil is not the property of the zamindar who won't personally deal with it. What earthly justification or essentiality to exist is there for the zami institutions, which are by no means serving humanity, but on the other hand so irresponsibly proving stumbling blocks in the smooth path of human progress? There must be Government and people, but no third intermediary institution.

II. (a) & (b) A part of the residue of the yield or income of the field estimated on examination of the soil, after granting allowances (i) for the family maintenance of the farmer or tenant, (ii) for the maintenance of the ploughing bulls and other necessary cattle, (iii) for the farm-servant and cattle-herd, (iv) for the social and religious observances on reasonable standard, (v) against diseases, accidents and failure of crops, or famines should form the rate of rent. Under any circumstances it should not exceed Rs. 1-8-0 an acre at the most. This rent is by all means equitable in respect of a highly rich or fertile soil; i.e., the rent should vary down according to the kind of soil. The tenant or the foodgiver of the world can't afford to cater to the boundless appetite of the landlord for money, which will by no means be utilized for popular ends. Who do not know the unlicensed extravagancies of the landholders of the present day order! They have no administrative, ethical or spiritual responsibilities. In these days of constitutional advancement the tenant should no longer be considered as being a mere creature of creation intended to pamper an undesirable and unnecessary, unremunerative and parasitical institution, himself starving.

(c) If a human constitution is diseased there must be corresponding treatment to restore health. So when there are failures of crops due to weather or pest or inundations, and impending famines, there must necessarily be provision for remission without which conditions governing the tenant will be deemed barbarous.

(d) It is not advisable to fix the rate of rent of any particular area once for all; for it handicaps the tenant. It is quite improbable that a soil gets enriched by natural causes, but on the other hand it is by all means probable that certain natural causes may deteriorate the quality of the soil. Human hand if exerts itself to the highest pitch to improve the land, it would or could only counterbalance any evils or destructive results of any natural causes. In Potarlanka village in the Estate of Chellapalli, the rate of rent was fixed in the Halcyon days when honey and milk flowed from the land at Rs. 4 per acre. Now, certain natural causes permanently laid the fields under deterioration of the worst order. An acre won't turn out even Re. 1 net. So the tenants are selling themselves so to speak to meet the rent. Any officer or court with judicial eye may be entrusted with powers to settle equitable rent provided the Provincial Government retains or reserves revisional powers in case of corruption or partiality.

(e) Certainly the Provincial Governments must and ought by all means to have final powers of disposal.

III. (a) to (c) Though retaining the system and powers of collection of rent as they exist now on the part of the landholder, yet all process of collection of arrears should be made absolutely free from litigant character, and costs, which in most cases exceed thrice or four times the original amount, which the defaulter could not pay. This is no doubt an ethical absurdity. What the Government in Government villages is doing for collection of arrears of land revenue must be followed in toto even in zamindari villages. It is desirable that lands should not be made a charge for arrears. An advanced constitutional principle is involved therein. For much injustice is being done in the revenue sales and the tenant is being deprived of his whole holding for small arrears. Let not the nucleus of existence be bereft of.

IV. By rights of water-supply here I mean rights to demand water-supply where there is a natural source adjoining fields. In this case the rights are inherent with the tenant to demand supply as being appurtenant to land. It is no matter of contract between the tenant and the landlord. By superior right I mean right to regulate distribution according to equanimity and urgency. But the estate should not follow a policy of the dog in the manger. A reasonable water-cess may be levied and it should take the shape of the public fund to be utilized for improvement works. In all circumstances the Government must have a final say. The estate must only officiate as a trustee.

V. Every inch of every estate must be surveyed. Civilization in this twentieth century does not sanction or endorse unsurveyedness. This means we have not recovered from the dark conditions and dull and impure mentality of middle ages. If any of the members of the committee wants to know what inconceivably worst and most inhuman type of public disorder leading to private vilification exist in an unsurveyed village he had better visit Potarlanka village in the Estate of Challapalli and know how starving bipeds are labouring there under gross constitutional disorders. Record of rights must be prepared and the village accountancy must be established on lines of village accountancy in Government villages with all advantages or facilities. The costs must be borne by the landholder, himself. Constitutional responsibility absolutely lies over him.

VI. Absolutely no.

VII. (a) & (b) What are called natural facilities should be accessible to the tenants only. The tenants may have a scot-free right to graze their cattle and collect green manure consisting of shrubs of no importance otherwise without any exercise of power to check on the part of the landlord. But with regard to using wood for agricultural implements and domestic purposes as fuel, etc., a kind of administrative check should be imposed; for affairs would run amock as some selfish tenants would use the facilities or concessions not for genuine needs but for purposes of clandestine trade or profit. Some arrangement must be made to ascertain what the genuine needs of the tenants are.

(c) As regards public paths, etc., the estate should only act as a trustee to preserve or conserve for public use. The estate should neither assign nor arrogate them. Any powers of redemption or redress in case of grievances thereof, should be in the hands of the Government and at the same time drastic too. For the Government is the constitutional authority to maintain public amenities or civic convenience. If the members want an object lesson of a place where public paths, streets, communal sites and topes are at some places grossly encroached upon, and at others totally disappeared to the utter public inconvenience and disorder better come to Potarlanka of Challapalli Estate and learn.

VIII. (a) to (c) When there is an irrigation source within an estate it must be deemed to be the bounden duty of the estate to properly see to the distribution of the water and repair of the sources when there is need. The Government should have the power of supervision, but it will be a cumbersome and confused job. So there should decidedly be a legislation by which all irrigation sources in the estate should be vested with the Government to ensure uniformity of administration. If in the alternative the landlord is retained as trustee of the irrigation sources and if he neglects his duties the Government should *suo moto* interfere.

IX. There are villages from which absolutely no money goes to the Government. Here jamabandi means yearly enquiry as to whether relations between the tenant and landlord are properly maintained by the respective parties. Such jamabandi is necessary.

X. The sub-tenants should have as legal a status as the chief tenants. The fact that patta runs in one's name should not entitle him to a superior right or status.

XI. A special tribunal of judicial officers should be the final appellate authority. There should be no revenue courts which are imbued with executive spirit. There should be special courts of judicial nature with no admixture of executive powers should be established to guide the relations between the tenant and the landlord.

XII. (a) To award rent in case of unauthorized occupation of the land is the only relief in respect of landholders. By remedy I mean process by which the occupier sustains eviction. The real remedy is to see that the tenant has got sufficient land to till and has no necessity to occupy the land.

(b) May be subject to revision.



*Additional.*

Where there are more than one tenant in a single patta, no discrimination is being made between the true defaulter and a prompt payer, in the issue of process for collection of arrears. Most probably in such a case the defaulter goes out scot-free whereas the payer who already paid his dues and against whom procedure is taken indiscriminately is doubly taxed, for he has to pay the arrears which are not his to save his land or property from being put to sale. This order of things must be done away with.

Some of the estates have got the entire trusteeship of certain temples which are public in nature, and are misappropriating their income and keeping misrepresented accounts, only spending a paltry sum as against allotted amount. In some estates the priests are being starved, so to speak no rites at the temple being performed. So such temples and properties should be vested in the hands of the Government and their management be looked to by a panel to be appointed by the Government from time to time. Accretions in places of erosion by rivers must lapse to the tenant, and no rent should be charged for fields so long as they are under erosion and no more. It is indicative of no common sense but constitutional bankruptcy that rents should be demanded for fields which are engulfed in the bosom of the river and which are no more. According to the Newels report of 1850 the Zamindar of Challapalli owned only 500 acres or so as kantam land within the village limits of Potarlanka. Now he owns thousands of acres. How?

V. RAMAMURTI.

**Memorandum by Mr. Govindaraju Satyanarayana, B.A., B.L., Vakil, Guntur, for the tenants of Vaddeswaram Agraharam.**

On behalf of the tenants of Vaddeswaram Agraharam, I am instructed to send the following replies to the questionnaire. I have worked and am working in these Estates Land Act suits and these answers are also prompted by the experience that I have gained therein.

I. (a) Zamindar is the proprietor.

(b) Tenant has occupancy rights in the land whereas the landlord has only a right to collect rent. It is something like a widow's estate or life estate and the remainder. The occupancy right of a tenant must be just like the right of a landholder in seri lands.

II. (a) *Fair and equitable rent.*—The rate of rent that existed before 1920 might be taken as the standard. There were then no quarrels between the landlord and tenant. Litigation about the nature of the rights which each possessed in the lands started in 1924. Hence the rate of rent that existed prior to any litigation or disputes between the landlord and tenant would be a fair and equitable rent.

(b) *Considerations in fixing a fair and equitable rent.*—(1) In cases where the land is in the occupation of tenants rent should be fixed at the rate that was existing at a time when there were no disputes or litigation between the parties.

(2) In cases of conversion of waste land into cultivable land, no rent should be collected for the first three years. For the next three years half the rent only should be collected from the tenant. The full rent should be fixed at the lowest rate prevailing for the cultivable lands within that block. If the land is not within a block having cultivable lands then the rate prevailing in the nearest block having cultivable lands should be taken as the basis for fixing the rent.

(3) *Private lands converted into ryoti lands.*—The same rate of rent as is payable for the lands of the same quality situated in the same block or in the nearest block should be treated as the basis.

(c) There should be a statutory remission of rent.

*Principles of remission other than those already provided in the Act.*—Remission should be granted to the wet lands when the source of water-supply, i.e., the tank, etc., becomes incapable of supplying sufficient quantity of water to the lands or a particular piece of land.

(1) The same conditions of remission prevailing for wet land cultivated under Government tanks should prevail for these lands also. Remission should be granted if the adjoining wet lands cultivated under Government tanks obtain remission. The remission should be the difference in rent between the rate of rent prevailing for the wet lands and dry lands in the same block or the nearest block.



(2) There should also be a remission in the years during which there is a cyclone or some such other occurrence.

(d) It is advisable to enunciate principles to determine what is a fair and equitable rent and leave it to the officer or court concerned to arrive at the figure as and when a question arises.

(e) Executive action of the revenue settlement officers is not necessary.

III. (a) They require revision.

(b) (1) Tenants must be given more time and opportunities for payment of arrears, more especially in times of depression.

(2) More opportunities should be given to the tenant to save their rights and property on payment of the dues.

(c) Every landholder should be bound to have an office within the village during the collection days, i.e., from the beginning of January till the end of March. He should have a clerk or some agent in the office. Tenants should be given every facility to pay rents and receive receipts therefor.

IV. (a) The rights of tenants to water-supply is inherent and should not be made a matter of contract.

(b) The landholder has superior rights as well as duties in the water sources in the estate. The nature and the extent of his rights would be to the surplus water after satisfying the demands and the necessities of the tenants of wet lands cultivated with the water of the tank. He would also have the rights of fisheries and such other rights.

V. (a) Yes. All the estates should be surveyed and record of rights maintained compulsorily. In our agrapharam, there has been no survey for the last several years. Neither the landlord nor the tenants know exactly the area of the land in the possession of the tenant. There have been various changes on account of partitions, devises, gifts, sales and auctions in court and also on account of various other ways and means that it makes it absolutely necessary that there should be a survey and record of rights.

(b) The landlord should bear the cost of the survey.

VI. No. The landlord cannot demand any other levies. Previously the landlord was collecting what are called *selagalu and meralu*. The landlord has converted it into money rate and enhanced the rent. Hence the landlord is not entitled to any further levies.

VII. (a) In our agrapharam, there are absolutely no natural facilities for grazing of cattle, collection of green manure, or wood for agricultural implements. Hence the tenant should be allowed to have their own grazing fields and topes within their holdings. The Act should be amended in such a way that the ryots should not lose their occupancy rights merely because the tenement is not cultivated but kept as a grazing field for cattle. Otherwise the landlord ought to be compelled to provide for grazing land for every tenant at the rate of one acre for every five acres of cultivable land. The tenant should also be allowed to raise their own topes for collection of green manure or wood for agricultural purposes in their tenements which they might set apart for grazing purpose without detriment to their occupancy right. Otherwise the landlord should also provide facilities for collection of green manure or wood for agricultural implements. The tenant should also be provided with facilities for wood for their domestic consumption such as firewood, etc. If the landlord insists that the tenant should lose their occupancy rights over such portion of their tenement which is not cultivated but kept or set apart for these purposes.

(b) The tenants have certainly got an inherent right to use them for their own domestic and agricultural purposes free of cost if they are in the tenements in their possession, otherwise they might be allowed a right to use them at a slight cost if it is for their domestic and agricultural purpose.

(c) There are no communal lands and hills and forest porambokes in our agrapharam. There are public paths and private paths in our agrapharam. Both the landlord as well as the ryots have equal rights in them.

VIII. (a) Principles for arriving at a suitable scheme for maintaining irrigation sources and works—

(1) The landholder should provide for a fresh water well for the use of the tenants in the estate.

(2) Provision should also be made for fresh water for cattle.

(3) The tanks should be properly repaired by the landlord. In our village the landlord has not been repairing the tank for the last 40 years or more as such the tank is not able to supply sufficient water for the irrigation of our wet land and for other uses. Therefore the ryots are forced to have recourse to dry cultivation ever for these lands.

(b) Rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation works when the landholders failed to take necessary or proper steps.

(c) Such powers should be vested in the Government to be applied *suo moto* on an application by the parties.

IX. No jamabandi is necessary.

X. (1) The legal status of under-tenants should be that of mere lessees in seri lands.

(2) They should have no connexion with the zamindar or landholder.

XI. (a) The Board of Revenue may continue to be the final authority.

(b) Special courts should be appointed for actions and proceedings between landholders and tenants. The revenue officers are not capable of either understanding the Act or interpreting it judicially. The civil courts may not know the several revenue complications in the matter. Therefore members of the bar having at least ten years of some practice should be trained in the revenue work and should be posted as officers in the special courts; otherwise Subordinate Judges should be given revenue training and should be posted as officers for these special courts.

XII. (a) (1) If the land unauthorizedly occupied is the private land of the zamindar or landholder, he should be at liberty to eject the trespasser. But if he choose to waive his rights for two years then the trespasser should be treated as a tenant. If the landholder receives the rent from the trespasser he is no longer entitled to eject him.

(2) If the land does not form part of his private land but forms part of ryoti land previously in the occupation of tenant but has been relinquished by them, the trespasser should be treated as tenant.

(3) If the unauthorized occupation is with regard to waste land, i.e., land which is not even useful as grazing land then a landlord is bound to recognize a trespasser as a tenant.

(b) These are not existing in our village.

#### *Other suggestions.*

*Temples in the village.*—The landlords are bound to repair them and keep them in proper condition for the use of the villagers. They have also to make provision for the nitya deepa, dhupa, nivedya and aradhana in the temples already existing in the village. On account of the neglect of the landlord great loss is caused to the villagers. The houses opposite to the temple and the householders therein have become ruined. The houses are either in ruins or unused. The householders with their families have either become insolvents or have become extinct. The tenants in the village are not able to make adequate provisions for the temple. The landlord was paying Rs. 4 yearly for some utsavams. But he is not now paying the same. He may be compelled to pay the same.

2. Landlords should also be bound to create facilities for the estates by creating bridges and laying out public gravelled roads wherever necessary. Otherwise at least such facilities such as having a ferry at the cost of the landholder should be provided in order that tenants and their cattle may cross the canal from their houses to their tenements.

3. Lands granted to the landlord by the Government on account of land acquisitions should be treated as communal lands. The tenants in the estate should be entitled to use these lands as cattle-stands and for such other purposes. The landlord should not be entitled to lease them out for purposes of gravelling. At least the tenants should be entitled to use them for communal purposes such as cattle-stands, etc., although the landholder lease them out for gravelling.

GOVINDARAJU SATYANARAYANA.

**Memorandum by Mr. Y. Sambasiva Sastri, B.A., B.L., President, Town Congress  
Committee, Narasaraopet, dated 29th November 1937.**

This memorandum is confined to Agraharamdars or such other whole village grants and not to zamindaris.

I. (a) In my opinion it is the Agraharamdar that is the proprietor of the soil.

(b) The interest of the tenant is a mere right to enjoy the property.

The fact that a ryot has an occupancy right depends upon the grant, the length of possession of the tenant, its constructions and other incidents. It cannot be laid down categorically that a tenant in a whole village has the occupancy right. The presumption in section 23, Estates Land Act, takes the matter too far in favour of the tenant. As even their Lordships of the Privy Council have put it, there is no presumption this way or that way.

Some restrictions have also to be put on a ryot for an occupancy right to be acquired by him. He must be a bona fide ryot. His possession should not be obtained by fraud. Further he must be let into possession by the rightful owner. For instance A and B quarrel over the ownership of an Agraharam, or where there is a prospect of such a quarrel a tenant let into possession by B or the other who has been ultimately be found not to be the owner cannot confer an occupancy right upon that tenant. Such a situation is always surcharged with an atmosphere of suspicion and collusion to defeat the actual owner. The bona fide belief of the tenant is quite immaterial and it is even idle to impute bona fides to the tenant.

If it is thought that an occupancy right has to be conferred upon the tenant the following suggestions may be noted.

The provision in the existing Act, viz., the payment of one year rent should automatically result in the confirmation of the occupancy right in the tenant provided he is in possession by such and such date is rather too inadequate. Normally in law, 20 times of the rental value is estimated to be the value of the free hold interest in the property. Giving the tenant some concession for his long possession and such other facts the said 20 times may be reduced to either 10 or 12.

Further a definite number of acres, say 50 or 60 acres be set apart for each Inamdar or Agraharamdar as his private land in which that no occupancy right can be acquired in spite of the fact that all the conditions necessary for the conferring of the occupancy right exist. The acreage must be to be mentioned and other facts.

The usage custom, the mode of dealing with the property by way of exchange, sale or mortgage between the Agraharamdars on one side and the ryots on the other side and the disintegration of one's vast Agraharams into petty number of acres makes one not to apply the doctrines applicable to zamindaris in the case of these Agraharams.

II (a) and (b) The provisions of the present are good enough and need not be interfered with.

(c) There need be no statutory provision for remission of the rent.

(d) It is not advisable that the rate of share of rent for a particular area to be fixed once for all.

(e) The Provincial Government should not have any reserve powers to revise, alter, reduce the rents.

III (a) Section 77 of the Madras Estates Land Act seems to benefit a chronic defaulters in the payment of rent. A tenant may acquire some other properties with the income of the holdings but still the Act does not give any power for the landlord to proceed against such other properties of the tenant. Therefore I should think that the landlord should be given a right to proceed against the other properties of the tenant also.

More of specific relief should be granted to the landlord for the ready collection of rent. The village officer may themselves be entrusted with that task. A special officer may be appointed or for the matter of that the machinery employed for the collection of contributions under the Hindu Religious Endowment Act may conveniently be adopted.

IV. (a) The right of a tenant to water supply is inherent as being appurtenant to the land.

(b) The landholder has no superior right in the water resources in the estate, he also being a member of the village community superior right in so far the right to use the water along with the others.

V. Every agraaharam should be surveyed and a record of rights must be maintained compulsorily. Porambokes, the communal lands must be definitely be demarcated. Regarding the costs of the survey must be borne both by the ryot and the landlord equally in the case of holding where an occupancy right exist and in other cases by the landholder.

VI. The landholder cannot demand any levies customary or otherwise from ryots in addition to rent.

VII. Since a village is constructed with all the amenities and facilities required for each inhabitant of the village, I think the answer must be in the affirmative for the tenant for clauses A and B.

(c) These public paths, communal lands must be kept as such always. There is no question of reversion to the landlord even if the purpose for which the communal land is set apart is not necessary any further. In my opinion, hill and forest porambokes should not be put on the same path as a public path or a communal land. Different considerations do apply to such type of lands. I think the landlord is entitled to collect some thing for the use of the hill and forest porambokes by the tenants. It shall be incumbent on the landlord to allow the tenant to graze his cattle on the payment of a reasonable sum.

VIII. In my opinion the chapter dealing with irrigation chapter sources must completely be overhauled.

Chapter VIII of the Estates Land Act. As even laid down by their Lordships in 1 Indian Appeal, 363 the tanks are ancient and formed part of what may be termed as a national system of irrigation recognised by Hindu and Muhammadan Law. The regulations of the East India Company and by experience older than history, as essential to the welfare and indeed to the existence of a large portion of the population of India. The public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India and upon settlement of the country has in many instances devolved on the zamindars. The zamindars have no power to do away with these tanks in the maintenance of which a large numbers of people are interested but are charged under Indian penal law by reasoning of their tenure the duty of preserving and repairing them. I am of opinion that these remarks do also apply with equal if not will make emphasis in the case of the agraaharamdars. One cannot visualise any consideration to deviate from this rule in such cases. It is mandatory on the part of the agraaharamdars for maintaining the old irrigational works though one cannot compete them to construct new ones. The fact that a certain tank was breached a long time ago say 20 or 30 years ago does not change the legal possession this way or that way as it is a continuing wrong within the meaning of section 23 of the Limitation Act. As obstruction to a water source is always a recurring wrong. I would suggest the following changes in chapter VIII. The word ayacut means the maximum extent of land that could be cultivated by the fullest capacity of the tanks (vide 29 Madras Law Weekly, 613) so that any addition to the extent of ayacut would necessarily mean of an inadequate supply of water to the already existing ayacut. Bearing this principle in mind I would think that section 137-A and B should be deleted. It should be made plain that under no circumstances the ayacut of tank can be extended.

The restrictions put upon the person making the application under section 138 must be removed. I would think that any man owning or cultivating land whatever its area may be under the mamul recognised ayacut of the tank may apply under section 138. Further any resident of a village as a member of the village community has a right to the water. "(Such a right is called *profit a prendre*.)" As such in my opinion even he should be given the right of applying under section 138. I would also think that the deposit may conveniently be reduced to 100 or 50 in the case of major and the minor irrigation works respectively. Some provision has to be made so that this chapter might be applicable even in cases the agraaharam is an estate within the meaning of this Act or not or more briefly put. The presumption is put under section 23 of the Act is irreptible so far as the chapter VIII is concerned.

Under section 142, clause 3, sub-clause (a) the landholder is given a right to question the order of the District Collector on the ground that he is under no obligation to repair the irrigation work concerned. I think this clause has to be deleted.

In my opinion there cannot be any exception to the principle that an inamdar should maintain the now existing or the one existed tanks.

The Provincial Government must be vested with the right of to undertake to repair or maintain where the landholders fail to take necessary and proper steps. Further such power to be vested in the Government to be applied "suo moto" or on application by parties.

A more distinct provision has to be put in the case of the irrigation works which are in a state of despair due to *vis major*. Different considerations must also apply in the levy for the maintenance of tanks in the case of *vis major* and in the case of misfeasance, non-feasance and malfeasance of inamdar.

Under any circumstances, the tank beds should not be cultivated by the agrapharamdar. He can enjoy a tank as such. At best he may have exclusive right of fishing or right of leasing out the grass. Such an interference by the agrapharamdar must be dealt with by taking eviction proceedings under the Encroachment Act. This sort of procedure will be sufficient check and keep always the agrapharamdar almost to maintain the tank.

IX. I think a yearly zamabandi as in the ryotwari villages is necessary.

X. Does not arise.

XI. My first submission is that the office of the Board of Revenue is a big bugbear and it is high time and that it should be dissolved. Only civil courts should have exclusive jurisdiction in all matters. Neither a special tribunal nor a revenue court can be entrusted with that task.

XII. (a) The provisions of the Land Encroachment Act shall apply.

(b) Now for the jodi or porupu or as tax payable for the agrapharam by all the agrapharamdars to the Government are made jointly and severally liable. I think the agrapharamdars shall be made only severally liable in proportion the acreage they have got.

Y. SAMBASIVA SASTRI.

**Memorandum by Mr. S. Rustum Singh, B.A., retired Tahsildar, Guntur, dated  
2nd December 1937.**

I. (a) Any amount of legislation without a gesture of good-will from the zamindar, and a corresponding feeling of 'my country' and 'my mother' from the tenant cannot produce cordiality between the two. Virtually, the zamindar is the proprietor of the soil. The position of a tenant is a peculiar one inasmuch as he has the occupancy right, which by itself is a half of the proprietary right. Hence, it is thoroughly unjustifiable to view the tenant as a mere non-entity in the matter of proprietorship. It is therefore to be concluded that both have equal rights in the proprietorship of the soil.

(b) The right of the landlord is 'melvaram,' while that of the tenant is 'kudivaram.' The former right relates to the disposal of the property by sale, lease, mortgage or any other transfer of property not affecting the right of occupancy possession by the tenant. The interest of the tenant relating to possession should for all practical purposes be a perpetual one, unless he is dispossessed by a competent authority or court.

II. (a) One-tenth of the value of the produce after deducting the cultivation expenses, conveyance charges, and cost of marketing facilities may be viewed as a fair and equitable rate of rent per acre considering the general distressed condition of the ryot.

(b) A competent authority in each zamindari or proprietary area should conduct crop experiment and work out a notation of the value of produce in different areas, and this should be taken as the basis for arriving at the value of the actual income to the tenant. The rent should be taken to be the result of the application of the following formula :

Rent =  $1/10 (a - b + c + d)$  per acre if cultivation expenses is represented by (b), conveyance charges (c), cost of marketing facilities (d), notation value according to the prevailing market rate at the time of the harvest season (a).

(c) Too many statutory provisions make matters worse. After all, remission is merely a matter of grace, and it is not wise to enunciate principles with regard to this which must be left to the generosity of the zamindar or proprietor.

(d) It is advisable to fix the share of produce which represents the rent once for all, arrive at the notation figures from the statistics of the immediately preceding five years and fix rents generally. Crop experiments in representative areas should be conducted every year and the results noted. These will furnish valuable information for the officer or court competent to revise the rent charged by the zamindar when occasion arises.

(e) Yes. This can be done through the respective Revenue Divisional Officers. No settlement officers are necessary.

III. (a), (b) & (c) If the rent goes down and appears to be fair and equitable, no complicated mechanism is necessary for collection of rents.

IV. (a) & (b) With regard to the existing water sources, the tenant has no doubt an inherent right for the use of water, but in the case of those sources improved or brought into existence newly at the expense of the zamindar or the proprietor, he has a superior right, and he can introduce new rates of rent approved by the Collector of the district.

V. (a) No regular survey according to the Survey and Boundaries Act is necessary. If every zamindari has a staff of one head surveyor and two field surveyors, it would be possible to rectify defects in the existing record of rights, and in course of time it will be possible to have a fairly accurate record sufficient for the purpose of administration.

(b) The cost of the staff proposed above may be met as follows :—

Two-thirds from the proprietor and one-third from the tenant.

VI. These customary levies, if any, can have no legal sanction and they may be left to the sweet will of the tenant. The landholder cannot demand them as a matter of right.

VII. (a) Sufficient areas should be left for grazing free. Collection of green manure and wood for agricultural implements should be allowed free. If there are areas in excess of the requirements cited above, the zamindar may have them reserved and levy fees through panchayat.

(b) Yes.

(c) These should be left open for use by the public subject to the proviso mentioned in (a).

VIII. (a) With regard to the maintenance of irrigation sources and works, excavation of channels and removal of silt, prickly-pear and any other growth should be done by the ryots concerned. They must themselves contribute labour or pay the cost thereof. Masonry repairs should be executed by the zamindar.

(b) At present there is a provision allowing Collector's interference in such cases. This is sufficient.

(c) Interference by Government may be restricted to cases in which there are applications from the parties concerned.

IX. Yearly jamabandi is quite unnecessary even in ryotwari areas.

X. This has been mentioned in paragraph 1 supra.

XI. (a) Board of Revenue may continue to be the final appellate and revisional authority.

(b) In revenue courts when work increases, special courts may be found necessary.

XII. (a) As all communal land is to be thrown open for public use under the management of village panchayats, no special relief or remedy is necessary. If the village panchayat infringes the terms of any contract, the zamindar can seek redress in a competent civil court.

(b) No revision necessary.

S. RUSTUM SINGH.

**Memorandum by the Bar Association, Guntur, dated 30th November 1937.**

M. No. 286.

I. (a) The words " proprietor of the soil " are found in section 2 of the Regulation XXV of 1802 and according to which " the proprietary right of the soil shall become vested in the zamindars, or other proprietors of land, and in their heirs and lawful successors for ever." If this is the correct position of the law, the zamindar is the proprietor of the soil. In *Suryanarayana v. Potanna* (41 Madras, 1012), the Judicial Committee held that the soil was vested in the rulers who drew their land revenue from the soil. Whatever be the view both under the Hindu and Muhammadan Jurisprudence, it must be held that the rulers are the proprietors of the soil as they become the absolute owners of all the property in the country which is conquered by them.

(b) The word " landlord " connotes that he is lord of the land : his rights must be very much superior to those of the tenant. The word " tenant " (derived from old French, tenant, a holding,—from Latin, *tenens*—holding) means one who holds possession of lands or houses under another; one who has the possession and use of any place for a limited time on certain conditions. According to his view as well, the zamindar is the proprietor of the soil. The tenant holds or occupies the land under the zamindar subject to the customary rents or those that may be agreed to between them.

II. (a) Half of the net yield shall be a fair and equitable rent.

(b) The rent should be ascertained after taking into consideration—

(i) the average yield from the lands for the past ten years;

(ii) the average expenses that are necessary to be incurred for raising the crops and harvesting the same;

(iii) the nearness to markets; and

(iv) the value of the crops during the previous ten years.

(c) A statutory provision for remission of rent in times of distress or when the loss of crop is due to causes beyond the control of the tenant, e.g., when crops are withered by failure of water, or blight; crops when destroyed by flood, may be introduced.

Remission may be ordered by the Collector on the application of the tenant after notice to the landholder and hearing the objections.

#### *Conditions.*

(i) Remission may be ordered in cases in which the Government is prepared to show similar concession to the zamindar in quit-rent in the cases of estates falling in clause (d) of section 3 (2) of the Act.

(d) It is not desirable to settle the rates or share of rent for any area once for all. They should be fixed by the civil court and it shall not be altered for a period of twenty years from the date of the determination.

Principles should be laid down which govern the determination in fixing the rates of rent.

(e) The Provincial Government should not have any reserve powers to revise, alter or reduce the rents. The orders of the court are subject to appeal to the District Court or the High Court under the provisions of the Civil Procedure Code.

A provision may be introduced in the Act whereby if the tenant allows the rent for three years to fall into arrear, the landholder may apply to the civil court for ejection of the tenant from the holding; and that if the tenant deposits the amount due up to date with the costs of application, the tenant shall be relieved from forfeiture.

(c) By reduction of Court-fee the procedure may be made less costly.

IV. (a) Water-supply to the tenant by the landlord shall be by way of contract in all new cases of supply of water, while it became appurtenant to the land in all the existing cases by long usage. In the former case the tenant has been using the water from time immemorial and has acquired an easement; and the landholder cannot alter it. While in the latter case the landlord is free to enter into a contract.

(b) The right to control the flow of water is not dependant on the construction or improvement of any source of irrigation, but that the stream or other work from which water is taken belongs to the Government. It is on this principle that the Irrigation Cess Act is based. The landholder has got a superior right to the water sources and he may use them for any lawful purpose without causing any disturbance to the existing rights of the tenants. He stands in the same legal position as the Government in ryot-wari tracts provided that the supply of water to which the ryots are accustomed to receive is not in any way diminished. His right to extend the ayacut should not be interfered with in case the rights of ryots accustomed to water-supply are not infringed.

III. (a) & (b) The powers of collection of rent under the Madras Estates Land Act do not require any revision.

V. (a) All estates within the meaning of the Estates Land Act should be surveyed and a record of rights maintained compulsorily.

(b) The costs of the survey, etc., should be borne by the landlord and the tenants in equal proportions.

VI. No.

VII. (a) One-fourth of the pasture lands and the forest which are in the possession of the zamindar or inamdar has to be separated and set apart for the grazing of the cattle of the occupancy ryots and for taking leaf manure only. The ryots shall not have right to cut the trees. The remaining three-fourths shall be at the disposal of the zamindar or inamdar to deal with it as he pleases.

(b) The tenants have no inherent right to use them for their domestic and agricultural purposes free of cost. Wood for domestic or agricultural purposes is secured only from forest area and the rights of the tenants are confined to their holdings: and it is not extended to forest area in the zamindari.

(c) Public paths and communal lands are the property of the village community. Neither the tenants nor the landholders have any separate interest in them. Any infringement of those rights may be dealt with under the Madras Land Encroachment Act (section 21 of the Madras Estates Land Act). But the hill and forest porambokes are the exclusive property of the landholder.

VIII. Maintenance of irrigation sources and works are in the interest of the landholder and the tenant. The duty of maintaining them and constructing new ones was originally undertaken by the Government and this duty has devolved upon the zamindars. They cannot do away with those tanks or other sources of supply in the upkeep of which a large number of the public are interested.

The expenses in the maintenance of irrigation sources or works have to be borne by the landholders and the tenants in equal proportions. To throw the entire burden on the landholder is unjust.

(b) The Provincial Government should have powers to undertake the repair or maintenance of "major" irrigation works.

(c) Yes.

IX. Not necessary.

X. Under-tenant claims under the pattadar and he is liable to pay the rent due on the holding. He may pay the rent to the landholder and claim credit to it in the amount agreed to be paid to the pattadar. It is contractual in nature.

He is bound to pay the rent to the zamindar to save the holding from sale or to save the crops thereon from distraint proceedings. This relationship is proprietary in nature.

XI. (a) The Board of Revenue shall not be the final appellate and revisional authority. But a special tribunal may be constituted for the purpose composing of one person of the cadre of the High Court Judge and two advocates nominated by the Legislative Assembly.

(b) Special itinerant courts may be constituted to try the actions between the landholders and tenants of the following kind:—

(i) Determination of rents fair and equitable;

(ii) reduction of rents; and

(iii) enhancement of rents.

XII. (a) The zamindar may be entitled to apply to the Collector to take steps under the Madras Land Encroachment Act for summary eviction on proof of the unauthorized occupation of his lands by ryots.

(b) Jodi, poruppu, kattubadi, are the amounts payable by the inamdars to the zamindar. Since the inamdars are deprived of their kudivaram rights by the Act XVIII of 1936, it is just that the amounts payable by them are reduced to two-fifths of the amount till now paid by them.

N. SITHARAMIAH,  
President.

**Memorandum by Mr. B. Srinivasa Rao, M.A., B.L., Vakil, Guntur.**

I. (a) The zamindar is the proprietor of the soil.

(b) The interest which the tenant has in the land is in the nature of "jus occupationis."

II. (a) A fair and equitable rent is one that has regard both to the interests of the tenant and proprietor.

(b) In fixing a fair and equitable rent two considerations have to be borne in mind. In the first place it should have regard to the peshkash which the zamindar has to pay the Government, and in the next place it should have regard to the annual net profit the tenant has derived in the last decade.

(c) No. Remission of rent as the name itself implies has long been considered a voluntary act on the part of the landlord. A statutory provision for remission is therefore unnecessary.

(d) It is advisable not to settle the rate or share of rent in any particular area once for all but leave it to the officer or court concerned to arrive at the figure as and when necessary, on grounds set out in sections 32 and 38 of the Madras Estates Land Act.

(e) The Provincial Government should have no reserve power to revise, alter or reduce the rents, when considered inequitable, by executive action through Revenue Settlement Officers.



III. (a) Yes.

(b) To make it simpler and less costly.

(c) By treating an arrear on a patta, as an arrear of land revenue due to Government.

IV. (a) They are of contractual nature.

(b) The landlord's superior right is curtailed only to the extent it is acquired by a tenant by custom or purchase, or otherwise.

V. (a) Yes.

(b) In equal moieties.

VI. Yes. As the definition of the word "rent," is given in Estates Land Act, the landlord is entitled to certain levies provided they have the force of law and the sanction of usage. In certain parts of Venkatagiri Estate, the tenants have been from immemorial times been paying what are locally known as "Kasoori" rent. Such rents having regard to their antiquity and uniformity have to be upheld.

VII. (a) The rights of tenants to the utilization of the local natural facilities have to be limited to the areas expressly set apart for communal purposes and to specific areas acquired by tenants by contract, or otherwise.

(b) No. The tenants have no inherent right to use them for their domestic or agricultural purposes free of cost.

(c) The tenants have got the right to use of public paths and communal lands but not to hill and forest porambokes except in a specially contracted area. The residuary rights in the latter are always in the landlord.

VIII. (a) While it is the duty of the landlord to maintain water works in proper condition it is desirable that both the interests of the landlord and the tenant be considered. No landlord ought to be compelled to maintain or embark upon an irrigation scheme that does not promise a corresponding relief, from the tenantry. In other words the cost of the scheme as well as the return by way of rent have both to be considered.

(b) Yes.

(c) Both. The Government might move *suo moto* or on application of parties.

IX. No.

X. The undertenant should be under an obligation to pay the arrears on the patta to the pattadar as well as the zamindar (in case of pattadar's default) for the years during which he has been an undertenant.

XI. (a) There should be special tribunals.

(b) If these special tribunals are simpler and less costly they should be the forum. Till such are constituted it is immaterial whether suits are filed in the civil or revenue courts so long as parties have right of appeal to the District Judge in any event.

XII. (a) The landlord ought to be in possession to eject a tenant in unauthorized occupation of land, as well as to recover from such tenant proportionate rent.

(b) Yes.

B. SRINIVASA RAO.

Memorandum by Mr. Konda Venkatappayya, M.L.A., Guntur, dated  
29th November 1937.

I. (a) The tenant must be held to be the proprietor of the soil and not the zamindar because—

(1) The ancient laws and institutes of the Hindus do not recognize even the Sovereign to have right to the soil of the land in the possession of a ryot. 20 Madras, 299, 12 Bombay, H.C.R. App. 1.

(2) Though section 2, Act XXV of 1802, enforcing the permanent settlement, purports to confer proprietary rights in the soil to the zamindars, it was found out that the regulation interfered with the actual rights of the ryots and hence Regulation IV of 1822 was passed embodying a declaration that the provisions of Regulation XXV were not intended to interfere with the actual rights of the ryots.

(3) The authors of the permanent settlement were influenced by the English feudal ideas of property and by the disturbed conditions in India during the Muhammadan Rule, in concluding that the proprietorship in the soil belonged to the Crown and therefore the permanent settlement cannot be taken as having vested in the zamindars powers which the Government itself did not actually possess;

(4) The zamindars are for the most part descendants of the farmers of revenue under the old Hindu Sovereigns or the Muhammadan Rulers.

No doubt Board's Standing Orders and some High Court rulings seem to acknowledge underground-rights such as for minerals, of the zamindar, they are all based on the erroneous view that Sovereign is the owner of the soil and that the permanent settlement confers upon the zamindars the proprietary rights in the soil of the land.

(b) According to the view taken above, the zamindars has only the right to the melvaram, i.e., a share in the produce which may be converted by agreement into a cash equivalent. The zamindar may alienate on this melvaram right only whereas the tenant, according to the view stated above is the full owner of the soil.

But the Estates Land Act reserves the right to minerals, etc., to the zamindar and so according to the Act, the tenant has only the right to cultivate the land subject to payment of the rent. He has also the right to lease, mortgage, sell the land to others but always subject to the payment of rent. The provision relating to minerals, etc., cut down the proprietary right of the tenant to the soil of the land and so the provisions have to be modified so as to limit the rights of the zamindar only to the collection of the rent.

II. (a) Section 28 of the Madras Estates Land Act I (1908) lays down that in all proceedings under that Act, the rent or the rate of rent for the time being lawfully payable by a ryot shall be presumed to be fair and equitable until the contrary is proved.

But this presumption is erroneous because lands of the same quality belonging to the neighbouring ryotwari village are not burdened with such high rates of rent. The assessment fixed on those ryotwari lands is much less. No more proof is needed to destroy this presumption than a comparison of the rates with the amounts of assessment on the ryotwari lands. Therefore fair and equitable rate of rent can be arrived at only after reducing the rates to the level of the amount of assessments levied on lands of the same quality in the ryotwari tracts.

(b) There should be statutory provisions made for remission similar to those applicable to the ryotwari lands.

(d) Yes. It is advisable to settle rate or share of rent for each village in zamindari once for all, where enunciation of principles would lead to undesirable litigation.

(e) When settlement of rates of rent have been affected with reference to specified areas, there will be no reason for reservation of powers for revision or alteration, etc. Otherwise, the reservation of powers in the Provincial Government will be advantageous. There are also provisions in the Estate Land Act for enhancement of rent and for reduction of rent by the Collector as also for commutation. Hence there is no necessity for special reservation of powers.

IV. (a) Excepting in the case of lands, called the mamul wet lands, the rights of tenants to water-supply depend only on the contract between them and the zamindar.

Zamindar is bound to improve and maintain existing tanks and other sources of water-supply and is entitled to recover cess for the use of water supplied or used from such sources, provided such user enhances the value of the land. In the case of mamul wet lands, if the original sources of water to the lands are interfered with by the acts of the zamindar, he is bound to supply water for the said land even without claiming any water-cess.

V. (a) Yes. The estates should be surveyed. Want of survey in the estates is a source of oppression the actual extent of the holding being uncertain and capable of being altered from time to time by the unscrupulous agents of the zamindar or by the encroachments affected by the aggrandising tenant. A record of rights also should be maintained.

(b) The survey will be useful not only to avoid disputes regarding the area between the zamindar and the tenants but even disputes between the tenants themselves and it will help to put a stop to encroachment of each other's holdings.

Therefore the costs may be so apportioned as to place a third of it on the zamindar and the rent on the tenants.

VI. The landholder is not entitled to collect any levies besides the rent. Before the permanent settlement they were collecting certain duties such as house-tax, bazaar tax, etc. But the Government has reserved the rights for themselves.

VII. (a) & (b) The tenants are entitled to graze the cattle on the village grazing grounds and also for cutting and carrying leaves, etc., for green manure from the trees in the porambokes or adjacent forest areas and also wood for agricultural implements.

They are entitled to use them free of cost by reason of customary right. But they will be bound to pay small licence fees for costs incurred for the preservation of the forest and other areas in proper condition.

(c) The zamindar should have no superior right to the public paths or communal lands or forest porambokes.

VIII. (a) The zamindar is bound to repair and maintain all existing sources of irrigation. But when the zamindar incurs expenditure on the improvements of water sources or construction of water works, he is not entitled to any water rate if the water is supplied from Government sources.

(b) Yes. It is highly desirable that powers should be vested in the Provincial Government to undertake the repairs and maintenance of the irrigation sources and works when the landlord neglects them.

(c) Such powers may be vested either *suo moto* or may be exercised when applied for by the parties. Because, on account of ignorance or on account of local influences the tenants may not come forward to apply to the Government. The landlord may himself be unable to undertake a scheme either because of its heavy cost or because of the need for highly technical skill for investigation of schemes of irrigation and so he may not himself come forward with an application to the Government.

IX. (a) A yearly jamabandi is not necessary as it involves elaborate arrangement and heavy expenditure. A new machinery has to be created by lending competent officers serving under the Government.

X. The relation between the pattadar and an under-tenant is purely a contractual relation and is determined by the terms of the contract legally entered into between them. But the rights of the zamindar are attached to the land and he is entitled to recover his dues from the person holding the land, whether he be the pattadar tenant or under-tenant as his claim is the first charge on the land and its produce.

XI. (a) & (b) It is desirable that a special tribunal be constituted for the exercising final and revisional authority. The actions between the landlord and tenant should be tried by the Revenue and Civil courts as provided in the Estates Land Act.

XII. (a) In respect of an unauthorized occupation of lands, it shall be open to the zamindar to adopt the procedure prescribed by law governing such cases in ryotwari villages.

(b) *No revision* is probably necessary unless any revision is undertaken with reference to inams in the ryotwari tracts.

KONDA VENKATAPPAYYA.

**Memorandum by Mr. P. Ramakoti, B.A., Retired Tahsildar,, Brodiepet, Guntur, dated 3rd December 1937.**

I. (a) The zamindar is the proprietor of the soil, as the zamin constitutes the inam granted to the zamindar concerned by the ancient raja.

(b) The tenant stands in the position of a ryotwari landholder, the proprietor in the case of a ryotwari land being the Government.

II. (a) & (b) After deducting all expenses incurred for cultivation and harvest purposes, etc., and taking into consideration the distance of the soil from the market as well as making allowance for the peshkash to be paid by the zamindar to the Government, the net produce will have to be arrived at according to the average price of about ten preceding years, and half the monetary value thus arrived at may be fixed as the fair and equitable rent. The principle is almost the same as in the case of ryotwari lands.

(c) Yes. As in the case of ryotwari lands.

(d) It is desirable to settle the rent once for all according to the monetary value instead of fixing it in kind. In view of the present impoverished condition of the ryot the matter should not be left to be settled by Government tribunals so that the ryot may not be subject to incidental expenses apart from any harassment.

(e) Even in case a permanent settlement is effected, it is desirable that allowance should be made for appeal to the Government against the orders of the Revenue Settlement Officer concerned.

III. (a) & (b) No revision is necessary.

(c) The collection of rents must be fixed during the harvest season as in the case of ryotwari holdings, and exemption from sale should be given for wearing apparel agricultural implements, and a pair of milking cattle as well as male cattle and a single

dwelling house, etc. The sale of any holdings must be free of all encumbrances, allowing opportunity for the encumbrancers to redeem the encumbrance by previous notice prior to the sale as in the case of ryotwari lands. The sale must be held in the presence of the proprietor or his agent and after issue of necessary proclamations as under the Revenue Recovery Act.

IV. (a) The rights of the tenant for water-supply are inherent in the land as otherwise there would be no security for such rights.

(b) The landholder has superior rights in the water sources in the estate in respect of those maintained by him at his cost. For others enjoyed by the tenant from time immemorial, and which the zamindar does not maintain, he cannot exercise any superior rights.

V. (a) All estates should be surveyed, and a record of rights maintained so as to ensure security.

(b) The zamindar must bear the cost as it is his responsibility to show the limits of the land to the ryot, and to collect the requisite rent from him.

VI. Nil.

VII. (a) & (b) The tenants should have the local natural facilities for grazing of cattle, collection of green manure or wood for agricultural implements and for domestic and agricultural purposes free of cost after obtaining permits from the zamindar; the permits should not be denied as a matter of course unless for specified recorded reasons. The orders of rejection must be subject to appeal to the local revenue authority.

(c) The use of public paths, communal lands and forest porambokes must be free for both the tenant and the zamindar, and the landholder should exercise no reserved right over them except maintaining them in good order. Any deviation from the existing registry or use must be subject to the summary decision of a revenue court, special rights being exercised in respect of any reserved porambokes.

VIII. (a) As in the case of Government Minor Irrigation Tanks, descriptive memoirs should be maintained showing the ayacut area, and cost of maintenance, etc. Ayacut registers should be prepared detailing the survey numbers and extent irrigated under the source.

(b) Yes. Otherwise the irrigation sources stand the risk of being neglected by the zamindar.

(c) Action must be taken by Government *suo moto* as well as on application by ryots.

IX. Jamabandi is necessary, as otherwise fluctuating items cannot be brought into account correctly. An annual settlement of accounts is absolutely necessary to obviate any confusion in accounts, sufficient precaution being taken to safeguard the cropping up of malpractices during the time.

X. An under-tenant is only responsible to the tenant, the latter being responsible to the zamindar. The under-tenant should have no permanent status, his position being in the nature of a temporary legal contract with the pattadar, i.e., the tenant. The under-tenant should have nothing to do with the zamindar.

XI. (a) The constitution of a special tribunal will entail unnecessary charge upon the estate without corresponding benefit. The Board of Revenue as constituted at present will serve the purpose.

(b) The revenue courts may have no adequate legal knowledge. These must be reserved to the civil courts with summary powers so as to ensure prompt disposal.

XII. (a) The unauthorized occupation of zamin lands by the ryot may be dealt with by the aghaharamdar in accordance with the provision of the Land Encroachment Act, subject to the right of eviction being enforced by the Revenue Divisional Officer. The zamindar may be given the same powers as the Tahsildar has with reference to ryotwari lands.

(b) Nil.

*N.B.—Aghaharams.*—The above procedure cannot be made applicable to enfranchised aghaharams, as the aghaharamdars concerned already got the reversionary right of Government purchased by getting quit-rent levied. They stand in the position of Government landholders under permanent settlement. But to obviate the cultivating ryot from being subject to caprice of any aghaharamdar, it is desirable that security should be afforded to the tenancy at the rates prevailing in accordance with the registered cowles if any existing at the time. In case of absence of registered cowles, the matter should be left to the decision of the revenue courts in the absence of any agreement between the landholder and the tenant. These rates may be revised periodically as in the case of ryotwari holders.

P. RAMAKOTI.

**Memorandum by Mr. Mulugu Kotayya, Triune Officer on leave, Mundlamur village, Darshataluk, Nellore district, dated Bezwada, 29th September 1937.**

I beg to bring to your kind notice the following facts for favour of perusal and favourable orders :—

- (1) Mundlamur is a village in Venkatagiri estate and I am the triune officer of the same from the year 1900. In the beginning, the village officers were not paid any salary. They used to collect paddy from the ryots, as was customary then for a long time, at 13 seers for a candy and thus collect on an average 3 candies per year. With this limited source of income they used to render service to the zamindar as well as Government. After the clubbing of villages is made, these zamindari village officers are now paid Rs. 5 per mensem and there is no other allowance or source of income. With this paltry sum of Rs. 5 they were not able to maintain their big families and consequently they were very much indebted and many officers were reluctantly compelled to apply for leave on loss of pay and left the villages to far-off places to eke out their livelihood.
- (2) I am one of the abovesaid category and my leave expires by 11th November 1937. Having had no other source of income at my village, I have incurred debts and if I were to join duty again on the expiry of my leave, I could not meet the demands of my creditors and meet my family expenditure.
- (3) My case is not the only exception but the plight of almost all the village officers in the Venkatagiri estate is the same and I therefore humbly request your honour to kindly intervene in the salary question of the village officers in the zamindari villages and bring them in level with the Government village officers.

For which act of kindness I shall every pray for your honour's long life and prosperity.

MULUGU KOTAYYA.

**Memorandum by Mr. T. S. Sankaran, B.A., B.L., General Secretary, Senaithalaivar Mahajana Sangam, Pettai, dated 29th October 1937.**

With due respect to your kindness and justice, I, in the capacity of the general secretary of the above sangam, beg to submit the extract of the resolution (resolution passed unanimously in the Sixth Provincial Senaithalaivar Conference held at Ambasamudram) requesting the Revenue department to the Government for kind consideration :—

*Resolution No. 12.*—This conference requests the Minister for Revenue to exact suitable laws as to relieve the zamin ryots from the atrocities and over-taxation of zamindars.

T. S. SANKARAN,

**Memorandum by the President, Panchayat Court, Venkatagiri Town, dated 29th November 1937.**

I. (a) The land belongs to the commune and not to any individual. The commune is represented by the State and hence the land belongs to the State. The zamindar is the representative of the State and hence the zamindar is the owner of the land.

The soil is of two sorts. Sub-soil and soil up to a depth of one foot. Anything and everything in the sub-soil both in occupied and unoccupied lands belongs to the proprietor and the crop raised belongs to the ryot.

The land is of two sorts occupied and unoccupied. All the unoccupied lands belong to the proprietor and no person can occupy the same without proprietor's permission. As regards the occupied lands the tenant has got a right only to the soil up to a depth of one foot, an extent up to which the roots of the crop extend and he can sell away this right subject to payment of assessment.

(b) Occupancy right.

II. (a) A proportion not less than one-sixth and not more than one-third of the average yield of land.

(b) (1) Nature of the soil, (2) irrigation facilities, (3) average yield per acre, (4) nature of crop, (5) profit of the tenant and (6) accessibility to manure.

(c) Statutory remission essential.

*Principles*—(1) Savi—failure of the crop and if its yield falls below 4 annas, (2) waste—not cultivated. Subject to sufficient reasons for not cultivating the plot, e.g., water scarcity, (3) submission—owing to floods and (4) failure in early stages owing to diseases.

(d) The rates of assessment should be fixed once for all subject to resurvey and resettlement once in every 20 years taking into consideration the average prices of the agricultural production, labour charges, etc., but without any enhancement as far as possible. The cost of these operations to be contributed by both the zamindar and tenant in equal shares and to be undertaken and conducted by Government.

(e) Yes; reserve powers to be vested in Judicial officers or Special Tribunals if necessary.

III. (a), (b) & (c) Yes. Annual exchange of pattas. Empower the village magistrates or munsifs. Collection work to be done by the village munsifs who will be Government servants and responsible to the Government. Their emoluments should be contributed or paid for by the zamindars. The zamindar shall have a list of the amount due for each instalment, prepared by his officials and forward a copy of the same to the Government sufficiently in advance to enable the Government to have the amounts collected through these village munsifs. The collections shall be remitted to the zamindari treasuries along with a report of collection with reasons for non-collection in time to enable the zamindar to take further action for the realization of the uncollected amounts. The zamindar shall thereupon attach the immovables for these arrears and forward the notice of attachment to the Government for sale, etc. Procedure before 30th June or end of the fasli. Only a nominal fee shall be collected on all this procedure and no interest shall be allowed. All items not disposed of before the end of the fasli shall be time-barred. A final account of amounts due from each tenant (after jamabandi) should be forwarded to the Government not later than 15th May of each year.

There shall be four instalments as follows:—

First instalment 1·2—One-third of the dittam in patta amount.

Second instalment 1·3—One-third of the dittam in patta amount.

Third instalment 1·4—One-third of the dittam in patta amount.

Fourth instalment 1·6—All zamabandi items.

The peshkash shall accordingly be of our corresponding instalments of 15·2, 15·3, 15·4 and 15·6 of each year.

IV. (a) The tenant has an inherent right so far as the first crop is concerned.

(b) The proprietor has got a superior right because he has to bear all charges for the proper up-keep, repairs to, etc., of the sources of irrigation. He therefore regulates the supply of water especially where second crop is concerned.

V. (a) Yes. Should be surveyed.

(b) Equal proportion between landlord and tenant.

VI. Only rent and kalavasam.

VII. (a) Grazing of cattle and green manure on payment of pullavari at the rate of so much per head of cattle and licence fees at so much per cartload.

Wood for agricultural purposes free of payment but on a permit (for forest preservation).

VII. (b) Yes, only for collection of dry wood but for other things a right subject to permit system which should not be refused.

(c) *Public paths*.—Free for all and should not be closed or diverted. Communal lands, if low lands without any forest growth may be handed over to the tenants for grazing purposes subject to fees.

*Hill and forest porambokes*.—Exclusive right of the landlord and should be in his control for purposes of rearing up of forests.

VIII. (a), (b) & (c). A fixed percentage of the income of the estate should be budgeted for the maintenance of irrigation sources to be divided into regular charges and unforeseen charges. A copy of the budget allotment and a copy of the estimates should be forwarded to the Collector and a completion report sent before the end of the year. This should be strictly adhered to and whenever and wherever this is not done the Collector can *suo moto* take action necessary for the regular adherence on the part of the zamindar to the estimate.

- IX.** Yes. To be finished by the end of April every year.
- X.** There should be no under-tenants. But if it were to continue the under-tenant should, out of the produce or money he has to pay the pattadar, first pay the assessment on the land directly to the landlord and pay the balance only to the pattadar. Thus the under-tenant shall be directly responsible to the landlord for rents.
- XI.** Special tribunal and revenue courts.
- XII.** (a) Penalty up to Rs. 50 and ejection if necessary through a criminal court.  
(b) Separate registry and direct dealings with the Government.

**Memorandum by M.R.Ry. L. Subbarama Reddi Garu, M.L.C., dated 29th November 1937.**

- I.** (a) The tenant is the proprietor of the soil.  
(b) The tenant improves the land yearly by carting manure, and is therefore the person that should have a say in all matters regarding the land. He should have the right to alienate it by sale or gift. The zamindar should have the right to collect kist, and should neither have the right to resume land given to the tenant, nor alienate it to somebody else.
- II.** (a) That is equitable and fair rent, which is fixed by Government after a careful investigation of the properties of the soil and grading of the land termwar. The rent collected from delta lands in zamindari villages should be the same as that collected in Government delta lands. In non-delta zamindari tracts, the rent may be fixed with reference to the rent prevailing in non-delta Government lands.  
(b) Rent should be fixed with reference to the fertility of the soil and secondly on the net profit from the land.  
(c) Yes, there must be statutory provision for remission of rent.  
When the yield from the land is less than four annas, and in cases of loss of crop due to excessive rain, drought, and to blight, remission must be given to the ryot. The present idea of the Government that the granting of remission is a matter of grace is out of date, and this view requires radically to be revised. It is meaningless to call the Government democratic, when such demoratic views hold the field, where the welfare of the ryot is at stake.  
(d) It is advisable to settle the rate or share of rent for a particular area once for all.  
(e) It is desirable that the Provincial Government should have such reserve powers as revision, alteration, and reduction of rents wherever they are inequitable.
- III.** (a), (b) & (c) It is desirable that the same powers now exercised by Government in Government villages for collection of rent be applied to zamindari villages. But in auctioning immovable and movable property, the executive officer conducting the sale of properties either immovable or movable in zamindari villages should be an officer not lower in rank than the Deputy Tahsildar.
- IV.** (a) The rights of the tenants to water-supply is inherent as being appurtenant to the land. No contract is necessary between the tenant and the landholder about this right of the tenant to supply of water.  
(b) The zamindar or landholder has no such superior right, and no such rights need be reserved for them, for the zamindar might utilize such rights for his selfish purposes with a view to harassing the ryot or tenant.
- V.** (a) Yes. All estates should be surveyed, and a record of rights maintained compulsorily.  
(b) Half of the expenses for the survey should be borne by the tenants, and the other half by the zamindar.
- VI.** No demand such as levies, customary or otherwise, be imposed upon the ryots, except the rent, and cesses such as education or road-cess, on the land.
- VII.** (a) The tenants should have such rights, without set or hindrance.  
(b) Yes.  
(c) Only the tenants should have full rights in respect of public paths, communal lands, and hill and forest porambokes. Hill and forest porambokes should be under the control of the village panchayats. The villagers for the common purposes of the village, and for special domestic purposes should have the right to quarry stones from such hills near their villages, and they need not pay fees to the zamindar. As regards forest

porambokes, the villagers should have the right to cut wood from such porambokes, provided that only one-eighth of the total forest area for each village only be utilized for firewood purposes, and secondly that the price of an acre of forest produce such as wood be fixed at Rs. 2-0-0, so that the most important necessity of life, firewood be obtained cheaply by all the villagers.

VIII. (a) The tenants should maintain *vagus*, and small irrigation canals by *amji* labour, and that this need not be an item of expenditure borne by the zamindar. But the zamindar has a duty to the ryot in maintaining tanks in a proper condition, by getting them repaired, when necessary; the necessity for repairs being determined by the Government by a special officer being appointed by them to look after the irrigation sources in zamindari villages.

(b) Yes, when the zamindar fails to repair or maintain irrigation works in a proper condition the Provincial Government should get the cost of repairs estimated, get the work done, and collect the amount spent upon the irrigation works thus repaired, from the concerned zamindar.

(c) When the ryots demand repairs to irrigation works the Provincial Government, may depute the special officer mentioned in answer to question VIII (a) to examine and certify whether the demands of the rights are genuine or not; if genuine, the work should be started.

IX. Yearly *jamabandi* is quite necessary, as in ryotwari villages.

X. One under-tenant is a subordinate of the *pattadar*, and the zamindar has no legal rights over the under-tenant. His relationship is only with the *pattadar*, and that too only as regards collection of rent, the attachment of property movable or immovable being reserved for an officer not lower in rank than a Deputy *Tahsildar*.

XI. (a) A special tribunal is necessary.

(b) Actions and proceedings between landholders and tenants should be tried in civil courts.

XII. Unauthorized occupation detrimental to the zamindar of land by ryots should be charged twice the assessment, and such encroachments should be removed. Unobjectionable encroachments and unauthorized encroachments should be charged  $1\frac{1}{2}$  times the assessment, and assigned on *patta* to the *sivayijama* holder.

L. SUBBARAMA REDDI.

**Memorandum by Mr. T. Sundara Rao, District Court Vakil, Ongole, and ryot,  
Podili, Nellore district, dated 30th November 1937.**

I. (a) & (b) In respect of land generally the zamindars seem to be exercising almost all the powers that Government does in British India. River porambokes as also hill and forest porambokes do all belong to the zamindar to the exclusion of the tenants; for the tenants can utilize things such as earth, stone, forest produce, etc., only on payment of licence fees to the zamindar. Even in the case of ryoti land the zamindar has reserved rights of mining (section 7 of the Act) and to trees such as palmyra and date trees (section 12). I am therefore of opinion that the zamindar is actually the proprietor or owner of the soil. But the ryots have certain rights in respect of their ryoti land. They can alienate lands (section 10). They are entitled to produce of certain trees (section 12). They may also make improvements.

II. (a) I consider that one-eighth of the yield is a fair and equitable rent in respect of all lands whether they be wet or dry or 'garden' (*mulum*).

(b) Character of the soil, the degree of dependability of the water-source, if any, and the average yield of the land for ten years immediately preceding the time at which the rent is sought to be fixed, should be the chief considerations.

(c) I think it is advisable to have statutory provision. Remission may be granted as follows:—

When there is 8 annas yield remission of three-fourths rent.

When there is 12 annas yield remission of half rent.

(d) A permanent settlement is desirable.

(e) Yes.

III. (a) & (b) Yes. Distrainable movable property should be confined only to standing crop or ungathered out crops—crop which is the latest by the time of distraint.



(c) Publication in the District Gazette may be dispensed with. Publication in the village in which the land is situate by beat of tom-tom and the affixture of notice of sale on the village chavali walls are sufficient.

As regards collection of rent the instalments should be as in Government villages, four equal monthly instalments beginning with January.

In the case of sale of joint holdings only the interest of the defaulting member may be sold.

IV. (a) Inherent in the case of wet lands. In the case of dry lands which are irrigable the tenant may contract with the landholder to pay a certain water-rate in addition to the land rent.

(b) The zamindar should have no superior right except when he has spent a good deal of money on the improvement of a natural source and spends some amount every year on its maintenance.

V. (a) Yes. (b) The zamindar alone should bear the costs entirely.

VI. No.

VII. (a) Kanchas or pasture lands should be open to all ryots in the village or adjacent villages.

The ryots should be free to collect green manure and wood for agricultural implements.

(b) Yes. For agricultural purposes.

(c) The landholder should have no concern with items 1 and 2.

VIII. It is advisable that Government should maintain all the irrigation works. They may also start new irrigation works. In both cases they may recover the cost from the zamindar.

IX. Yearly jamabandi is unnecessary. It is unnecessary even in the Government villages. If every order passed in respect of the rent due from each ryot is as early as possible incorporated in the respective accounts no jamabandi is necessary.

X. The zamindar should have no concern whatever with the under-tenants (lessees). The legal status of the under-tenant in relation to the pattadar will be what it may be described to be in the lease-contract.

XI. (a) A special tribunal for each district will be better.

(b) Revenue courts will do. I would suggest that all the powers now vested in Revenue Divisional Officers of trying suits, etc., may be given to Tahsildars and Deputy Tahsildars.

XII. (a) The zamindar should have only the right to collect reasonable rent from the occupier.

(b) In the case of more than one inamdar exercising control in an inam village the Zamindar should have to collect only from the defaulter or defaulters. He should not have the right to get the whole inam attached or sold.

T. SUNDARA RAO.

**Memorandum by M.R.Ry. T. Malakondrayudu, Gudladona, Kaligiri Post, Kavali taluk, Nellore district, dated 30th November 1937.**

I. (a) In my humble opinion, I beg to submit that the tenant is the real proprietor of his holding for reasons shown hereunder.

In the creation of world, Almighty allotted the earth for the maintenance of all living beings of whom man has superior rights. Providence ruling the earth is the owner, or lord of it, and the man (the so called tenant in the zamindari villages) is the proprietor. The main and primary source of the livelihood for mankind is nothing but cultivation, and it is the ryot (tenant in the zamindari) that does it. Human race is divided into four classes : (1) priests, (2) warriors, (3) traders and cultivators, (4) servants. It is the agriculturist that feeds all of them. At the instance of the people, a ruler is appointed as narrated in the Code of Manu, and he is called the emperor (నానిష్ఠుని కృతినేతరి). He is ruling the country after good consultation, and advice of the people. So, it may be construed that the ruler is the owner of the land, and the agriculturist is the proprietor. As the zamindari system bring a new production in the days of East India Company, the zamindars are the only servants of the Government. So, they can never be landlords.

They are mere collectors of assessment from the ryots for due remuneration. The then authorities of the Company called the agriculturists under their direct control as ryots and then in the newly built zamindaries as tenants. Under these circumstances, the agriculturist is the real proprietor, and not the zamindar.

(b) It is the tenant that has saleable right in the land, and not the zamindar, or proprietor in the sense of the Estates Land Act. He is bestowed only melvaram right, by the East India Company and not kudivaram right. It is the ryot (tenants in the sense of the Estates Land Act) that feeds the ryot and the zamindar. He takes great interest for the good condition of the land and soil, utilizing all his services, and wealth, whereas the so-called proprietor, expects his share always for the collection of the rent, without considering, the status of the soil. As the zamindar or proprietor being a collector of rent as stated in paragraph *supra*, gets in no way the mining rights in the holding of a tenant, i.e., ryot in other words. The mining rights must vest in the tenant as in a ryot in ryotwari villages. The present Estates Land Act restricts a tenant from constructing any building on the holding of a tenant, which is unjust and unlawful. A tenant of immense landed property will have to dwell for some time in that land. In such circumstances, the tenant is pressed to build a house for his comfort and facility. I am prepared to substantiate this before the committee by citing several instances of that nature, where tenants are ejected from such dwellings. It may be tedious to narrate them here. The tenant must be free of such restrictions.

## II. (a) Rates of assessment—

	Per acre.		
	Rs.	A.	P.
<b>Dry lands—</b>			
Black soil .. .. .	0	8	0
Red loamy .. .. .	0	6	0
Red mixed with gravel.. .. .	0	3	0
Saline .. .. .	0	2	0
Sandy .. .. .	0	1	0

### Wet lands—

Water-rate Rs. 2-0-0 for the lands under the projects and deltas.

Water-rate Rs. 1-8-0 for the lands under the rainfed tanks.

The wet assessment will be calculated adding water-rate to the rate of the dry. That amount will be the rent for wet fields.

(b) For argument sake, an acre yields one putty (candy) of grain. Half of it must be deducted for the expenses of cultivation. Five-sixth of the remaining produce goes to the share of the agriculturist, whereas the balance one-sixth share goes to the zamindar. As an approximate figure when calculated according to the various prices of the grain for the last 50 years, the cost of one candy is Rs. 30. The zamindar who is authorized to collect one-sixth share of half the produce in the holding gets Rs. 2-8-0 for his share and it is called the rent for one acre. This was the practice of the Indian monarchs in the days of Sutras. The Muhammadan Government enhanced a little. After the present zamindars who were working under the Muhammadan rulers under feudal system got powers of collecting the revenue of the country forming zamindaris (estates) in the days of East India Company enhanced all the rates at their will and pleasure to make much of their wealth, by means of oppression, on the strength of the help of the Company's servants. These zamindaris were confirmed in those days as self-acquired property of the zamindars, paying the Company lenient amounts called *peshkash*. That *peshkash* was settled once for all and a sanad was granted to the zamindars, deeming those estates to be the self property of the zamindars. Taking this advantage, they began to enhance the rates, creating a third item called garden lands, in a heavy scale as they please. There is a sort of concession regarding the wet lands, as they are being irrigated by the tanks constructed by those zamindars. It is not so with garden lands. They are irrigated by the wells only by the tenants, dug after spending a good deal of money from their own pockets. The zamindar is not at all justified to assess a greater rate on garden lands than that of dry lands. Even after the present Estate Land Act of 1908 came into force, the zamindars and proprietors are continuing the same course for the new gardens also, without any respect to those considerations. If any poor and affected ryot questions a proprietor of such malprocedure, he threatens him that he will be dragged to the High Court in some litigation or so. Fearing such irrational administration of them, the poor tenant sustains indescribable difficulties. The Provincial Government may be pleased to make rules to discontinue such malpractice, and to remove that item in the accounts, assessing dry rates on all gardens, old and new.

(c) Yes. The tenants must submit their application to the zamindar, through the village panchayat committee, who will inspect the sukuti lands, and give their opinion about the remission. The zamindar must remit the assessment of such lands after inspection or through his agents. The Revenue Officer to be appointed by the Provincial Government must have appellate powers over the orders of the zamindar, on the submission of appeal petitions by the tenants, and such petitions must be free of court fees.

(d) It is advisable to leave the point to the officer or court, to be appointed by the Government to enunciate principles to determine a fair equitable rent according to the time and circumstances.

(e) The assessment may be settled according to the various natures of the land by an officer to be appointed by the Government and such officer must be empowered to decide the disputes arising between the zamindar and the tenant, through a petition by either party. Such matters should not be entrusted to courts, where the poor tenants are put to a great deal of loss by means of court-fees, vakil's fees, and witness battas, etc.

### III. (a) Yes.

(b) The collection of rent must be in five instalments from February to May. The karnam should never be entrusted with the collection business, i.e., he should not receive the rent from the tenant in any way and under any circumstances. He must be a help mate to the headman of the village in settling the accounts with the tenants. There is now no practice of the karnams of preparing the account No. 16. Hereafter rules must be framed, that karnams must necessarily prepare No. 16 account, and in the last instalment, the karnam should follow the headman to settle accounts with the ryots, and sign the receipts as a witness for the correctness of the account. In the preparation of No. 16 account the karnam must be vigilant in apportioning the dues by several enjoyers of the various lands comprising in one patta. For instance, the patta stands in the name of a single individual, and the lands in it are being enjoyed by several tenants. There are also joint pattas. In settling the accounts of such pattas, the karnam must be cautious in finding the names of the various holders and their shares. The collection business should never be entrusted to the agents of the zamindar. The karnam and headman must have due remuneration for their service to the zamindar, and that amount must be deposited by the zamindar in the Government treasury. For the benefit of the village administration there should be a village panchayat committee in every village and the karnam and the headman should be the ex officio members, along with the other members that will be appointed by means of election. Any violation in preparing the cultivation account, and collection business, the concerned village officer should be taken to task on the report of the zamindar the officer to be appointed by the Government. In case the zamindari agents find fault with the village officers in their duties, those agents should bring the matter to the notice of the zamindar, and they should not be empowered to proceed against the village officers directly, and any report by such agents should not be cognizable.

(c) The defaulter in the estates must be dealt with as in the case of the ryot in ryotwari villages. In case the Government thinks it to be inconvenient, they may make provisions in the Estates Land Act to the effect that the matter should be referred to the president of the village panchayat committee by the zamindar. The committee after finding the truth of the arrears, after perusing the accounts of the village officers should take steps to collect that arrears and if the tenant (defaulter) fails within the time allowed by the committee, the president of that committee may destrain the movable property of the defaulter, other than the property exempted in C.P.C., and report the matter to the zamindar, who will forward the same to the Government officer concerned to issue orders for the sale of the same. On receiving such orders, the president of the committee may put to auction according to the rules prescribed for the purpose, and the sale-proceeds must be remitted to the Government treasury. Then the zamindar or his authorized agent may adopt the same procedure now in force. In case such sale-proceeds cannot satisfy the arrear due, or the defaulter does not own any movable property, the committee may ask the village karnam to name one of the holdings of the defaulter, on which the arrears accrued and report the same to the zamindar or his agent to submit a notice to the Revenue officer at his own cost. That notice should be exempt from court-fee. Thereupon all the notices to be served on the defaulter should be sent to the village committee through post, who will serve the same on the party. That officer will issue orders to the village committee fixing a rate for the sale of that holding in the village. The village committee will conduct the sale of that holding in the village. The village committee should conduct the sale according to the prescribed rules. The zamindar or his agent should be barred from bidding in the sale. There should not be any scope of filing suits for the arrears of rent. Such rules as are now framed in the present Estates Land Act must be null and void. In the case of the attachment of movable property, the property destrained may

be kept in the custody of the defaulter provided he furnishes sufficient security. The advertisements of sales of immovable property is unnecessary in case the village panchayat committee is empowered as mentioned above. Unless the Government make rules to empower the village panchayat committee to deal with the collection of arrears the petty zamindars and the agents of all zamindars will bring the poor tenants into several difficulties. An instance will be stated hereunder. There are several tenants in one patta and one of them becomes defaulter. The procedure now going in several estates is this. The zamindar or his agent attaches the property of the patta-holder and brings to sale to take vengeance upon him, when that poor pattadar does not satisfy the brutal ambition of the petty zamindar or the agents of the zamindars. The same procedure is adopted in the case of joint pattas also. The Revenue Courts now exercising powers are silent in this point. Further, this witness requests the Government to make rules to the effect that personal liability, and the immovable property other than the holding on which the arrears accrued should not be made liable for arrears of rent.

IV. (a) The rights of a tenant to water-supply are inherent as being appurtenant to the land. They are not at all the matter of contract between the zamindar and the tenant as such rights arise themselves whenever a holding comes into the possession of the tenant. The tank bund, etc., belong to the zamindar, whereas the water in the tank belong to the tenants, as it is the communal property of the owners of the wet lands. They utilize the water according to their own facilities and demands, and it should not be apportioned by the zamindar among the tenants. It is natural and common that any of the tenant is not independent to misuse the water. Not only the zamindar, but every tenant cultivating under the tanks or water-source is empowered to check such misuser. The zamindar, unless he is satisfied after consultation with the tenant assembly, cannot issue water to any dry land, which is now termed as *tirwajasti*. The rights of the tenants are infringed by the zamindar and his agents in connexion with the second-crop cultivation, though there is good supply in the tank. Rules may be framed about second-crop cultivation to the effect that the village panchayat is the only authoritative body to settle the question. It should not be left to the option of the zamindar. The village panchayat must hold a meeting of all the tenants cultivating under the tank or water-source, and resolve as to the extent to be cultivated. Accordingly every tenant holding wet lands will have chance for a second crop proportionately. There are instances in which tenants were put to great annoyance in connexion with the second crop. Any tenant who is not in good humour with the zamindar or his agent for any reason, is not allowed to cultivate second crop. In case he disobeys the orders of the zamindar or his agent, he will be dragged to court. Such evidence can be adduced if required.

(b) The zamindar is empowered to obstruct any tenant in misusing the communal water of his own accord to a dry land item and take action against such tenant. The zamindar is empowered to take action on any tenant who cultivates second crop to a greater extent than apportioned to his share. It is the zamindar having fishery rights and not the tenant at all. The zamindar is the owner of the trees and their produce and the pasture on the bund. I beg permission to submit that village panchayats may be opened in villages where major portion of agriculturists are educated. Otherwise, it will be dangerous. The panchayat officer must be cautious in opening panchayats. In villages where panchayats cannot be opened on account of the population being quite illiterate, the village headman may be vested with with all such powers, as are required to be to a panchayat president for some time till the major population are educated, as a new scheme of education is expected soon. As the people are illiterate, the present village panchayat courts, forest panchayats and village panchayat boards are found on experience to be dangerous. In addition to III (c), I beg permission to request the Government that in any case, the village panchayats cannot be opened at present, the Government may make rules to the effect that the village courts shall have powers to enquire into suits relating to arrears of rent within their jurisdiction up to Rs. 50. Suits relating to amounts above Rs. 50, in a court of the Revenue Officer to be appointed by the Government. And that court may be a moving one.

V (a). All the estates should be surveyed and records maintained. The karnams in the estate must undergo survey training, failing which they must be removed from the service.

(b) The cost of carting and fixing the survey stones should be borne by the tenant and the remaining by the zamindar. In case of subdivisions on the request of the tenant, the tenant should bear the cost of it.

VI. No. He is empowered to collect the actual assessment only and the cesses that are imposed by the Government.

VII (a) & (b) It is cultivation that feeds man and cattle. So, the cultivator, the so-called tenant in estates should have every sort of convenience for the production and enlargement of his profession. It is the cattle that till the land in India and not engines as in other continents. So every source of encouragement must be given to the tenant for the protection of cattle. Accordingly there must be free grazing rights. As all the trees in forests and on hills are pruned and protected by divine power for the benefit of man (agriculturist) and animal created by God, some right of enjoyment should be vested in man and animal, and it is free grazing. The agriculturist should have right of collecting cultivation implements, fuel for the domestic use, and green manure free of cost. He should not be allowed to collect them and sell for his unlawful benefit. The tenant should have right of collecting bushes for fencing his own holdings. The panchayat must be cautious in connexion with the above things, and bring to the notice of the zamindar about any tenant who misuse the above obligations, and that zamindar will complain against him in a criminal court, if the tenant fails to pay the zamindar the compound value of such property as is misused by him. In any event the panchayat committee misuses their powers for any illegal benefit, the zamindar may proceed against such committee in law courts to make good of his loss.

(c) The tenant has every right to have a proper use of public paths and communal lands and he is barred to encroach a bit of them. In case of forests, hills and porambokes, the tenant has right for free grazing and free collection of cultivating implements and fuel, etc., for his own use. The zamindar will have every right of keeping them in safeguard and enjoy all other proceeds. The tenant should have right of collecting stones, etc., for his own use free of cost.

VIII (b). Yes.

(c) The Government must have supervising powers on every zamindari irrigation source, as in the case of *Railway-affecting tanks*. In case the zamindar would not undertake the necessary repairs on the request of the tenants, the Government should have every power to interfere in the matter and do the needful.

IX. Yes.

XI. (a) A special tribunal must be constituted to be the final appellate authority.

(b) By a special court ; and that court must be a moving court, so that the tenant may not be liable for unnecessary expenses. All the complaints, petitions and applications by the tenants should be free of court-fees. The Provincial Government is further requested that such rules as are necessary may be framed to execute attachments of immovable property as the Government now deals in the ryotwari villages.

XII. (a) The zamindar has every right to eject a tenant who occupies any portion of lands reserved for pasture and lands where valuable trees stand. If a tenant occupies any portion of old waste without the permission of the zamindar for cultivation purposes, the zamindar may be entitled to collect rent equal to that of the adjoining lands, but should not eject him for such unauthorized occupation. In any case, if such occupation is inconvenient for the villagers in common or partly the occupant may be ejected from the land. After a detailed inquiry of any such occupation the zamindar shall serve a notice on the occupant to quit the land. If such order of the zamindar is disobeyed, the zamindar should have every right to charge a penal assessment as in the case of encroachments in Government villages, so that the amount so imposed may not exceed twofold of the equitable assessment. If such sums are not paid in usual course, the zamindar may proceed, as in the case of arrear of rent.

(b) The jodi and the extent of inam was settled at the time of the grant of the same. The zamindar is not justified to survey such lands and to enhance the jodi, etc. Several inams in several estates were measured with a threat that they will be dragged to courts. The inams are being enjoyed with the same boundaries from time immemorial and there could never be scope for the inamdars to encroach upon zamindari land. The measuring instrument then adopted at the time of the gift of the inam are not now in vogue. The zamindar measured the inams with the gunter chain, now in use, found excess ; and accordingly charged assessment on that excess land. Serious actions are being taken by the zamindars in the collection of such amounts. The Government with great pity on these poor inamdars should make such rules as to relieve them from such injustice, directing the zamindars to remit the sums as already were collected from the inamdars.

XIII. *Exchange of pattas and muchilikas*.—The exchange of pattas and muchilikas is not done in a proper way. The exchange should be done in person by the zamindar and the tenant. At times the zamindar tenders the pattas, without the knowledge of the

holders of the lands. In that case, the inamdars in the estates were put to great annoyance in the way mentioned hereunder. The inams were granted in the days of Hindu Rajas and Muhammadan rulers long ago before the permanent zamindari system came into force. So, the zamindars are barred to interfere with such inams. The zamindars given by the East India Company the powers of collecting rent and jodi, which was settled by the Government. In such circumstances, the zamindar is not justified to enter on inams which are limited with certain boundaries settled at the time of the grant. They unjustly and unlawfully measured them with an instrument now in use, and not of the same dimensions of those days, and found some excess land in the estate were in enjoyment of the inamdars. It is impossible and improbable to extend their inams in extent as every inam is generally surrounded by other holdings of others. Several inamdars are unable to produce and present their grants before the present zamindars, as they lost them on account of antiquity. Taking this advantage, the zamindars measured the inams and found some excess holding in the enjoyment of the inamdars. Granting that that procedure now adopted by the zamindar is justified, the excess (excess in the language of the zamindar) should be given to the concerned inamdar, deeming it to be the holding of the inamdar, imposing on him some lenient rent. Instead of that procedure, the zamindars tendered pattas against the lessees of the inams, assessing with such excess rates as they please, attached them under the provisions of section 112 of the Madras Estates Land Act, got them into their own possession, either in their name, or in the names of the agent, by bidding themselves in the sales, threatening the lessees not to bid. The inamdar is quite unaware of this unnatural procedure. In several cases the lessees too do not know anything of this strange story. The zamindars are heedless of the requests of the inamdar, when he puts forth his grievances, after he comes to know of his peculiar story, and they do not allow the inamdar to approach them. The Government is requested to direct the Revenue Divisional Officers to enquire into this matter in the estates within their jurisdiction, and report the matter to the Government and the Government is further requested to put such excess lands into the possession of the inamdars, who obeyed the zamindars in receiving pattas, with a fear of litigation, the costs of which may exceed even double the cost of the land. Such pattas should be cancelled and orders may be awarded to the effect that all the sums collected from the inamdars on that account be returned to them.

T. MALAKONDRAYUDU.

**Memorandum by the President, Taluk Congress Committee, Tiruttani, dated 26th November 1937.**

On behalf of the people of this Tiruttani taluk, I feel it a great honour to submit our following grievances and requests, with the earnest hope that they will be redressed very soon.

1. It is impossible to mention the heavy burden of taxation and various other difficulties of the ryots in this zamin area, and similar other zamin areas in this Presidency, and we advocate the abolition of the zamindari system and taking over of the administration of the zamin areas by the Government after compensating the zamindars suitably.

2. We request you to form a non-official committee in each village to do health and rural reconstruction propaganda.

3. We pray that the administration of the Tirumalai-Tirupati Devasthanam be carried on by the Government or by a committee of not less than twelve members to be elected on the adult franchise system from the zamin villages belonging to devasthanam.

4. We request you that in the case of nominations to honorary bodies like bench courts, vigilance societies, jail visiting committees, etc., congress people are to be given chances, as they have been well-trained in social and other works for the public cause.

5. In carrying out the scheme of rural reconstruction and construction of wells in the rural areas by the Government, the taluk congress committees should be consulted by the district officers in the choice of the village to be selected for giving effect to the scheme.

6. Autonomous village panchayats to look after the administration of village areas as in the olden days, should be formed. We request you to give effect to this proposal soon by enacting the necessary legislation.

7. To establish a closer contact between the district officers like the Collector, Superintendent of Police, District Board President, etc., and the masses, the campaigns of the officers should be made known to the masses and the village congress committees sufficiently early to enable them to interview officers and ventilate their grievances.

8. Keen water scarcity is being felt in a major portion of this taluk and we look forward to your Ministry for the speedy redressing of this grievance.

9. A majority of the villages in this taluk require medical relief facilities very badly and we request your Government to provide a dispensary at least for every fifteen villages.

10. Numerous temples in this taluk are falling into ruins with no proper pujas to the deities and we trust that your Ministry will take steps for the restoration of these temples and conduction of pujas properly.

11. Prohibition should be introduced in this district soon.

**Memorandum by Kangundi Zamin Ryots' Association, Kuppam.**

I. (a) Ryot is the proprietor of the soil.

(b) Subject to payment of rent to the landlord, the tenant is the absolute owner of the land with all rights of enjoyment and disposal.

II. (a) That rent which after meeting the costs of cultivation, collection and marketing leaves to the ryot a fair portion to live upon is fair and equitable rent. This should in no event be more than 10 per cent of the gross income.

(b) All the principles now applies in ryotwari tracts for settlement of rents provided the settlement officer actually visits each village and does the settlement after making full enquiry, at the place and the rents so arrived, not to exceed 10 per cent of the gross income.

(c) Yes, when due to no default on the part of the ryot the yield of crops fall below 50 per cent then full remission to be given to him.

(d) The share of rent may be fixed once for all, is a percentage of gross or net income but the rate which is in terms of money to be revised once in ten years so as to keep the rate of rent equal to the share of rent.

(e) Yes.

III. (a) Yes.

(b) The powers of distraint of movables must be done away with. The power of attaching the holding and bringing to sale under section 112 of Estates Land Act must be removed; arrears of rent to be enforced only on a decree by court.

(c) The sale of holdings to be effected only in execution of decrees obtained and not otherwise.

IV. (a) The tenants have inherent right and it is not a matter of contract.

(b) No.

V. (a) Yes.

(b) To be entirely borne by the Government or the zamindar, not the ryot.

VI. No.

VII. (a) Grazing of cattle to be free in village porambokes and communal lands and subject to the control of the panchayats, in forests adjacent to villages, collection of green manure and wood for agricultural implements to be free and to the subject to the control of village panchayat.

(b) Yes.

(c) Public paths vest in panchayats of the villages concerned; communal lands belong entirely to the villagers concerned and over hills and forests which are not included within the limits of any village, the adjacent villagers have full rights of grazing, etc., which cannot be taken away by the landlords.

VIII. (a) The same system of keeping irrigation works in good condition, existing in ryotwari areas, should be adopted in the zamin area also. To keep the irrigation works in order, a fund called Irrigation Fund should be established and for that, 2 annas a rupee in the revenue collected from each ayacut should be set apart and that the funds and work should be entrusted to the village panchayat.

*Note.*—The existing fully breached tanks should be repaired by the landlord at his own expenses.

(b) Yes.

(c) Both.

IX. Yes.

X. At present.

XI. (a) Board of Revenue unnecessary. Special tribunal to be constituted.

(b) Special courts to be constituted.

XII. (a) In case of lands other than village porambokes and communal lands, the landlord is entitled to impose only taram rate and is not entitled to eject, provided the land so occupied was not the private or occupied land of the landlord.

(b) Unnecessary.

**Memorandum by Mr. K. R. Venkatachariar, Pleader, Chittoor,  
dated 9th November 1937.**

In view of the present status of the zamindari and inam ryots, who have occupancy rights in their holdings on whatever basis or for whatever reason these questions are unnecessary unless it be that even this (Congress) Government is going to favour the zamindars by allowing a re-agitation of this vexed question and introducing a lot of uncertainty in the prevalent settled state of affairs. There is a lurking suspicion, and a very reasonable suspicion, that the powers that be against all declarations and expectations want to placate the zamindars by giving room to raise these points.

These questions further give room for the assumption, in my opinion a very erroneous assumption, which was once very prevalent throughout the whole of India, that there must be some where a non-occupancy ryot whose rights must be established, recognized and protected. This idea gave birth in the latter half of the nineteenth century, to the idea of acquiring occupancy rights by twelve years' enjoyment. This rule was embodied in several of the rent Acts. It is also well known how this statutory rule was circumvented in Bengal and other places. How the provincial Governments tried very often to help the ryot by preventing him from contracting out of his rights is equally well known.

It has to be stated and stated clearly that that the right of occupancy of the ryot in India is a common law right possessed by him from time immemorial. Such a right is not and never was the creature of any statute. The various statutes and regulations merely recognized the said right. But the uncertainties were caused by the wrong interpretations put upon the statutes and regulations.

Before answering the questions I (a) and I (b) another point has to be noted. The terms "tenant," "proprietor of the soil" and "Landlord" borrowed from the English Law of Land Tenures do not correctly connote or describe the exact position or status of the parties concerned. The English Law of Land Tenures, with its first fruits serfs and various kinds of estates, may aptly describe the one as the "landlord" and the other as the "tenant." The lord of the land will have proprietorship over the soil in England but never so in India. It is the free and indiscriminate use of these borrowed expressions that has given rise to the various difficulties and uncertainties in the law relating to land tenures in India.

From the time of the Mahabharatha and subsequently during the time of ancient kings, the king was never considered as the owner of the soil. He was only a sharer of the produce. As set out in the Santhi Parva of the Mahabharatha, and in several ancient literary works in Tamil, for instance, Purananuru, the king was entitled to only a sixth share in the produce. During the Mogal rule the several Viceroy were merely farmers of revenue. They may have belonged to the family of ancient kings. But there were frequent changes and the hereditary principle was never recognized. Very often the highest bidder alone succeeded.

Even at the time of the permanent settlement many of the estates were carved but of the havelli lands and were sold to the highest bidder.

Hence it is a misnomer to call these farmers of revenue or middle men, as land lords, or as owners or proprietors of the soil. It is equally wrong to call the ryot as a "tenant." It is inconceivable that the zamindar can be said to possess home farm or pannai land in each and every village in his estate.

I (a) & (b) The answers will be as follows:—Regarding the public cultivable land of the estate the zamindar is not the landlord in the sense in which the term is used in the Law of Land Tenures in England. The ryot is not a mere tenant in the English sense of the word. The zamindar is only an assignee of the land revenue due to the Government. This claim by the Government to land revenue is itself based on the prerogative of the Crown in India. Neither in olden times nor now, has the Crown been held entitled to more than a fixed share in the produce whether a sixth share or a half share. The ryot possesses the right of occupancy indefeasible so long as he pays the zamindar's due. Hence the ryot is the proprietor of the soil, so long as he pays the revenue due. The zamindar is not the proprietor of the soil. He is only a middle man farming the revenue. The zamindar was allowed the right of augmenting his revenue under certain conditions.

After the permanent settlement this right of the zamindar became heritable and transferable. At the same time the various regulations defined the rights and liabilities of the zamindar and the ryots. Everything went on some what smoothly until the abolition of the Sadar Adalat Court.



Shortly after the abolition of the Sadar Court, came the Rent Recovery Act VIII of 1865 into operation. The interpretation put upon the several sections of this purely processual Law, by Judges of the High Court steeped in English traditions created a lot of mischief. The matters culminated in the notorious Chokkalingam Pillai Case of 1871 in which the High Court held that by the acceptance of a yearly patta the presumption was that the ryot with the occupancy right was a yearly tenant and nothing more.

The after math of this case was in the words of Sir John Wallis, C. J., "In this connexion it is to be borne in mind that numerous instances have come before the Courts in which subsequent to the decision of Chokkalingam Pillai, Vythilinga Pandara Sannathi, zamindars succeeded in inserting in pattas and muchilikas terms negating the existence of occupancy right, and that one way of effecting this purpose was to deal with the land as kambattam or home farm land even though it had never been cultivated by the zamindar himself and there was no intention of so cultivating it." 39 Madras, 341 at 345.

Having secured documentary evidence at the point of eviction of the above character, the landholders began at first to assert a right to the soil in what are styled as private pannai, etc., lands. In their memcrial presented on the Bill of 1898 the Landholders Association say "It would simplify the difficulty to class the zamindari lands into two divisions, i.e., patta lands and non-patta lands. Patta lands may be of the description of lands to which section 12 of the Rent Recovery Act VIII of 1865 is applicable. Non-patta lands may be the lands of the remaining descriptions, such as waste, private, pannai, or khas lands or inam, lands, etc. The patta lands are already virtually occupancy lands through out the presidency. The only difference in those parts where the theory of occupancy right is not recognized is that such lands are not transferable."

That thus "there is a clearad mission that in all public cultivable lands of the estate, occupancy right accrues as a matter of fact upon entry." In 1898 the landholders were content with claiming a right in the soil in lands other than public cultivable lands. The wording of the question I (a) and I (b) suggests that even this small mercy is denied in the year of Grace 1937 and under the segis of a Congress Swaraj Government.

It has also to be noted that there was and at no time can there be any difference between a ryotwari pattadar holding lands in a Government village and a ryot holding lands in a zamin village. It is meaningless to say that the zamindar is the proprietor of the soil in some of or all the lands in his estate while His Majesty the King-Emperor, but for a legal fiction, is not the owner of the soil in any land in a Government village.

II. (a) & (b) Both the questions can be answered together. It is to be pointed out that the term "rent" does not correctly connote what is due to the middle man. It not only introduces but perpetuates the idea of proprietorship in the soil for the farmer of revenue. It is not clear why this description should be persisted in when the Government itself never uses this expression. I would prefer some such word as "cist" or "revenue." Further the words "melwaram" and "Kudivaram" also bring in ideas foreign to the ancient common law of India; a free and ill considered use of such expressions in a statute defining the respective rights of parties only results in introducing a lot of uncertainties. Ultimately it is the man with the longer purse that gains his end while his opponent with practically no purse is driven to the wall.

Coming to the matter on hand, I would urge with all the force at my command that a fair and equitable thirwa or cist is one which is fixed in money on the basis prevailing in the ryotwari areas, for lands of similar description with similar advantages. Any other thirwa whether in money or in kind is sure to be unfair and inequitable. It is no doubt true that there is an agitation going on in the ryotwari areas for reduction of cist owing to fall in prices. Such an agitation is made only by the middle man pattadar there also. Were they agitating for reduction of thirwa or for collection of the same in kind when the grains were selling at very high prices? Will they at least guarantee that they would continue to measure out in kind when the prices rise? The agitation is purely artificial.

It may not be out of place to mention that in these zamindari areas there are lands for which a rent of Rs. 150 and more per acre is prevailing. The highest thirwa prevailing in the ryotwari area in the majority of cases is not more than Rs. 15 per acre. The zamindars may rest assured that there will be no fall in their aggregate revenue. If their estates are scientifically surveyed and settled and the thirwa is fixed there will be no room for concealment of cultivation and the usual mamool revenue will surely accrue.

Hence as an answer to II (b) the only consideration I would urge is what is the rate of thirwa prevailing in ryotwari villages of similar description with similar advantages.

(c) There should be provision for remission whether under the statute or under the rules. But it must be based only on the principle prevailing in the ryotwari areas.

(d) Before answering this question certain general considerations arise from the wording of the question itself.

(i) The phrase "the rate or share of rent" suggests that there may be room for perpetuating the crop-sharing basis and retaining the cropwar rates. Closely allied with this topic is the question of the trouble regarding "improvement" at the ryot's or middle man's expense. This will give room for a lot of hard and false swearing as to when a particular well was dug and whether the site of the well belongs to the zamindar or the ryot.

It is well known that in the ryotwari areas the Government never lays claim to well sites and improvements and never claims a higher rate of thirwa for a "superior crop".

Hence the only safe course possible is to fix a uniform thirwa in money, I won't call it rent—not higher than what is prevailing in ryotwari tracts and do away once for all with these distinctions, in rates on the ground of superior or inferior crop or improvements. The ryot must be at liberty to cultivate what ever crop he likes and make what ever improvement he likes.

Care also may be taken, to classify some of the lands, with natural irrigation advantages, as compound or double crop lands, and fix a consolidated thirwa for such lands. In the case of other lands classed as single crop lands, provision can be made for charging double crop rates which in no case should be more than half the single crop rates, whenever a double crop is raised with the aid of Sircar water, I use the expression "Sircar" for want of any other apt word and that in a restricted sense.

(ii) Another phrase of a disturbing character is "for a particular area". This phrase seems to suggest that the proposed committee will also consider the feasibility or otherwise of introducing the scheme of "village Governments" now propounded by the Revenue Minister for the ryotwari area. If that were the intention I would strongly urge that the system will never work properly. There are even now very powerful and influential ryots in the zamindari areas who are an object of terror even for the zamindars. The proposed Panchayat Village Governments will be manned only by such ryots and their nominees and there will prevail only a reign of terror by these petty tyrants clothed in brief authority. The various incidents connected with the recent elections must have been an eye opener for the authorities. I make bold to state that even in the ryotwari areas the proposed system will be found unworkable. Even the panchayat courts now prevalent have become centres of corruption, fraud, forgery, concoction, etc. It has already fanned the flame of factious litigation. There is no use of dictating from above. There is among others one pernicious principle sought to be introduced in the proposed scheme. That concerns the proposal to allow the so-called "village Governments" to "retain" out of the collections money for expenses of village Governments. This will lead to a lot of misappropriations. The village officers in the zamin areas are accustomed to "retain" moneys out of the collections. Such a system has resulted in many misappropriations and many guilty persons have escaped unscathed. If the present system in vogue, i.e., of remitting the collections to the last pie to the treasuries and then submitting the monthly acquittance rolls by the village establishments, be touched in any way, there is sure to be a lot of misappropriations, by these village Governments. Collection work will surely be dislocated. Further vesting "these village Governments" with powers of registrations, deciding disputes, civil, criminal, etc., will result in a lot of concoction, forgery, corruption, and what not. The further proposal of vesting the "village Governments" with powers of control, etc., over irrigation sources, forests, etc., will end only in an oppression of the many by the few. In the zamin areas, the control by the Government officials over this village Governments will be absent. Hence I am not in favour of this scheme being introduced in any place least of all in zamindari areas. I take this opportunity of telling the minister that the villagers themselves do not want it. With these general remarks I would strongly urge that the thirwa is settled once for all and that proper record of rights, as more fully detailed in another connexion should be maintained. Power may be retained for periodical revision as is the case with the ryotwari area. Mere enunciation of principles will never do.

(e) If the thirwa is settled once for all as suggested above power to revise periodically by executive action should be retained by the Government.

III. (a) Yes they do.

If so, on what lines?

(b) When once the estates are properly, and scientifically surveyed and correct records of rights are brought into existence, as detailed later, the mode of collection of thirwa prevailing in the ryotwari area, can be introduced in the zamin areas also with proper and

adequate safeguards. My point is this. If the zamin ryot is raised to the level of the ryotwari pattadar, he knows what exactly he has to pay for each instalment. There is also the additional advantage of the village officers, in zamin villages also being under the direct control of the Revenue officers of Government. The zamindar can be entrusted with powers of collections similar to those prevailing in the ryotwari areas under Act II of 1864.

In such a case, the amount entered in the record of rights can be assumed to be the correct amount. The procedure by way of demand, distraint, etc., prevailing in the ryotwari areas may be allowed to be adopted with slight modification and strict supervision.

In any case of misdemeanour or wanton excess collection, or wanton illegal exaction by the zamindar or his agents, he can be made not only criminally liable but that he should also be made to pay the penalty of losing the thirwa for three years due from the entire holding of the ryot. This will serve as a sufficient safeguard and check against the vagaries of the middle man. This proposal is nothing new. We find similar penalties prescribed in one of the Regulations.

(c) The above method will be the simplest and speediest method possible. The zamindar can of course have the following remedy in addition. These suits for recovery of thirwa may be classed as of small cause nature on a nominal fixed court fee, say Re. 1, for every suit of the value of Rs. 50 and upwards. In the case of thirwa below Rs. 50 a nominal fee of Re. 0-2-0 will do. Provision can be made that the defendant, the ryot can be allowed to plead and file the written statement, only on depositing into court on the first date of hearing the amount prima facie due as per the record of rights. The plaintiff will of course be asked to mention the correct figure as per the record of rights. The correctness or otherwise can be easily verified by the ministerial officers of courts with the help of the approved record of rights furnished (as morefully detailed below) to the court itself. The correct figure will be entered in the suit summonses, and it will be made obligatory on the defendant to deposit that amount before being allowed to plead. The production of receipts in the approved form can prima facie be accepted as a valid deposit.

Power can also be given to the Courts of Small Causes to attach even standing crops before judgment. Restrictions recently imposed by the legislature on the power of courts to arrest, attachment, etc., after decree should be removed in these cases.

Default in the payment of thirwa for a period of three successive faslis can be made to result in the loss by the ryot of all rights in the holding itself.

IV. (a) The right to water supply is inherent as being appurtenant to the land. The right of the zamin ryot is similar to and stands in the same footing with the rights of the ryotwari pattadar.

(b) The landholder or zamindar, can have the only right to regulate the supply of water. The landholder takes the place of the Government in the zamin areas in matters connected with the regulation and control of irrigation sources.

V- (a) Yes. The following steps have to be taken. Every estate should be surveyed scientifically by the Government. The lands surveyed should be carefully classified according to tarams and the thirwa in money should be fixed on the basis prevailing in the ryotwari tenure. There should be only two classifications, i.e., public cultivable lands, and lands other than public cultivable lands. The following permanent records of rights should be prepared and maintained.

(i) Diglot registers, (ii) accurate survey maps, (iii) field sketches. These should be similar to those we find in ryotwari villages. Every civil court should be supplied with the diglot registers and maps of all the villages within its jurisdiction. Every village karnam should have one such set. Printed copies of these records should be made available at cheap prices for the public.

The receipts for thirwa should be prepared in duplicates and should be in a form prescribed by the Government. Courts need not take notice of receipts which are not in the prescribed form.

In addition the usual village accounts, such as adangal, sahubadi, chitta, thandal, etc., should be prepared year after year.

(b) This is rather a difficult question to answer. Normally in the ryotwari area, the cost of the periodical survey and settlement is mainly borne by the Government. The pattadar has to bear the costs of survey stones in some cases. In the case of zamindaris the survey settlement operations will have to be conducted by the Government Survey Officers. Disputes will certainly arise regarding the decision of Survey Officers. The

costs will be enormous. Neither the zamindar nor the ryot will be able to advance the capital outlay. Any expenses incurred will have to be recovered in easy instalments. The ryot cannot be burdoned with any share in this huge costs.

There is a way out of the difficulty. This province is sadly in need of a comprehensive irrigation law. The successive attempts to enact one by the previous Governments failed. Sir K. Srinivasa Ayyangar's bill was thrown out even at the stage of introduction, by the then council, packed with vested interests. Sir C. P. Ramaswami Ayyar's bill after much ado and a good deal of waste of public time and money was discovered to have yielded too much to the zamindars. It was also found to be unworkable. Hence that attempt also failed.

Any irrigation law defining the respective rights based on the principles enunciated by the Privy Council in the uralam and other cases will be unworkable. The extent of the right to irrigate has to be fixed only on the "mamool wet" basis and not on the basis of size, etc., of the irrigation sources at the time of the permanent settlement. It is impossible at this distance of time to determine even roughly what the size of a particular irrigation source was at the time of the permanent settlement. Hence to determine and fix the mamool wet an accurate survey of the several estates is necessary.

It is therefore highly desirable that the entire zamin area should be surveyed and settled by the Government Agency and a portion of the cost can be borne by the Government. The remaining portion will have to be borne by the middle man. Hence side by side with legislation regarding zamindar's the Government can also introduce a comprehensive irrigation law and thus settle everything once for all. Preparation and maintenance of accurate record of rights on all matters will thus be rendered easy.

VI. Certainly not. In my scheme of things the middle man will not be entitled to recover anything more than what is stated above.

VII. (a) Under this head I am not for giving the zamin ryot any privileges other than those enjoyed by the ryotwari ryot. Whatever privileges the ryotwari ryot enjoys the zamin ryot will surely be entitled to claim. Nothing more and nothing less.

(b) The ryot has not got any such inherent right. They may be allowed certain privileges on licences being granted at a rate of fees fixed by the Government whether under the Act, or under rule-making powers. The licences also should be in a prescribed form.

(c) Under my scheme of things the zamin village should be surveyed and settled. The extent of each holding in the occupation of the ryot, with the thirwa thereon (in money) should be fixed. All classification of public cultivable land into home farm, pannai, etc., should be abolished. There ought to be only two kinds of lands, as already stated. In the case of unoccupied cultivable lands, the ryot should be given the facilities for extending cultivation on payment of the requisite thirwa as we see in ryotwari area. In no case should the middle man be allowed to treat any plot as his home farm or pannai, etc., lands. He should not be allowed to collect any premium for "admitting" a ryot into public cultivable and hitherto unoccupied land. The middle man should not be allowed to acquire the right of occupancy in any land in any manner or under any pretext whatever. In the case of bought-in-lands under nominal sales, he may have the rights to "admit" a ryot to occupancy on payment only of the legitimate arrears together with the cost incurred by the middle man as taxed by the court. He should not be allowed to claim any premia.

Coming to other kinds of lands, i.e., those that are not classified "public cultivable lands" these again ought to be carefully surveyed and their extents entered in the diglott registers. These will comprise lands used for public purposes such as cattle lands, foot-paths, roads, burial grounds, tank beds, etc. Any encroachments on these lands will be visited not only with severe penalty in money but also summary eviction. The ryots will be allowed the same rights over these lands as the ryotwari ryot now enjoys.

VIII. (a), (b) & (c) I am very much against the present system found in the Act. This system in any form will never be found workable. I would propose that certain percentage of the total collections of revenue from every village should be ordered to be remitted by the village officers directly to the nearest Government treasury. I would fix the figure at 15 per cent. All matters relating to the supervision, maintenance, repair, etc., of all the irrigation sources, should be placed under the control of the Public Works Department. Periodical repairs, etc., under strictest supervision of the Government departments, will be sanctioned and executed on application by the ryots. The cost being borne out of the sums directly remitted as stated above. Any surplus may be used as stated below in another connexion. But not a pie should be allowed to remain in the

hands of the village officers, panchayat, or village Governments, by way of irrigation fund, etc. The Government departments must be allowed fullest freedom in the matter of repairs, etc.

**IX.** Yearly jamabandi is highly desirable and necessary. But, I for one, will not advocate for a copying of the variety of jamabandi now prevalent in ryotwari areas. In the majority of instances the so-called jamabandi is a mere farce. It is an annual feast and thamasha held at the expense of the poor firka Revenue Inspector who in his turn fleeces the village officers. It is no exaggeration to say that the promotion of these subordinate revenue officers depends mostly upon the grand manner in which these feasts are arranged and conducted. The bureaucrats especially of the brown variety may condescend to grace the occasion for a few seconds during which all complaints should be "heard" and "disposed of".

If a really useful annual jamabandi by Government officials can be provided for, the additional cost may be met by the surplus, only the surplus, if any, of the 15 per cent of the collections.

**X.** Any recognition the status of an under-tenant will be only driving the thin end of the wedge. The zamindar should have nothing to do with him. His relations with the pattadar ryot should be regulated by contract and will be a matter for decision by courts under the general law and relevant sections of the Transfer of Property Act. The pattadar, "defaulter" is the only person who can be recognized in my scheme of things, of course a transferee, or legatee, or heir, or coparcener of the pattadar should be allowed the same rights and facilities of recognition as are found in the ryotwari areas.

**XI. (a)** If the scheme propounded above, by me be accepted there will be no necessity for the continuance of the revisional or appellate authority of the Board of Revenue or for the setting up of a Special Tribunal for hearing of appeals, etc. Already we have been witnessing the waste of time and money in the parties being driven from Revenue to civil courts and back and from the Board of Revenue to the High Court and so on. It is high time that the whole procedure should be rendered very simple. If I had my own way I would leave undisturbed the revisional powers of the High Court over suits of small cause nature only on a question of law.

**(b)** From what has already been said it will be clear that the jurisdiction of Revenue courts should be taken away and the only forum, will be the civil courts for trying these suits as money suits. For suits over and above the small cause jurisdiction of the presiding judge the usual procedure for original suits may be followed. A party wanting the luxury of an appeal or a second appeal, etc., should of course be made to pay full court-fee on the ordinary scale. It is needless to point out that in the above scheme of things there will be no room for patta enforcement suits; suits to set aside distraints, etc. The ordinary civil action for fraud under the general law will always be available for the injured party.

**XII. (a)** The same remedy which the Government is having may be extended to the zamindaris also. For instance the relevant provisions of Madras Act III of 1905 may be made applicable for encroachment and unauthorized occupation of poramboke lands other than public cultivable lands. Unauthorized occupation of unoccupied cultivable lands already dealt with.

**(b)** No.

I have answered the above questions on the assumption that the Congress Government in spite of the Karachi Resolution is not prepared to abolish the zamindari system altogether. There are some more points requiring elucidation.

**(1)** If a comprehensive irrigation law is passed the estates will have to be surveyed and the "mamoool wet" will have to be determined and fixed. Then the charge for excessive use of water from irrigation sources covered by the Irrigation Act either for first crop or for second crop in the case of single crop lands, will have to be made by the Government and collected. This will be an additional source of revenue for the province. Such levying and collecting will entail the establishment of additional supervising staff. Such a staff of official can also be entrusted with the working of checking and preventing encroachments and helping in the jamabandi. They can also, if so required be made to help the zamindar in collection work. They can also be made to supervise the work of bringing the record of rights up to date by the necessary corrections, consequent upon the transfers of holdings, etc.

**(2)** The Collector as defined in the Act will be entrusted with the work of settling disputes arising out of admission of the ryot to unoccupied or bought in and other public cultivable lands. His decision should be made final.

(3) At present the zamindars have practically little or no control over the village officers. For ensuring correct keeping of records and for enforcing strict discipline and obedience the zamindar may be vested with the powers by way of fine up to a prescribed maximum.

(4) Provision for the speedy recognition of transfers of holdings or parts thereof on the lines in vogue in the ryotwari area should be made.

\*\*  
K. R. VENKATACHARI.

**Memorandum by M.R.Ry. T. Kuppuswami Sastriyar Avargal, President, Panchayat Board, Tiruvalangadu, Chittoor district, dated 19th November 1937.**

I append below my replies to the questionnaire seriatim so far as suggests to me from my experience.

I. (a) The tenant is the proprietor of the soil. The zamindar must have power only to collect rent from the tenants and he is subordinate to Government. It would be very well if the entire zamindari system is altogether put a stop to by some equitable negotiation or by allowing some hereditary money allowance to the zamindars. This will be convenient to tenants, to Government and to the zamindars who are not able to collect rents for years together.

(b) The tenants have the sole right for the soil but they have to pay a certain fixed rent to the zamindar.

II. (a) In my opinion one-sixth of the produce or its equivalent in cash at market rates may be an equitable rent. This is what I learn current in the Nepal State. This will be in accordance with the Dharma Sastras and the former Hindu governments. In this Karvetnagar zamindari the rent ranges from 30 to 75 per cent of the total outturn even without making any allowance for the troubles of the hard working tenant. This is very unjust and the tenants have no other go and they cannot easily quit their native places on this account though they wish to do so at times.

(b) The nature of the soil, the expenses of the tenant towards seeds, manure, tilling, sowing, weeding, harvesting and marketing should first be set apart before fixing the rent and only one-sixth rent should be charged after these deductions.

(c) A statutory provision should be made for remission of rents; otherwise, the zamindars will use their discretion in their own interests.

(d) To settle the rate or share of rent for a particular area once for all irrespective of the fact that any number of crops may be raised as circumstances afford to the tenant will be the best method in my humble opinion. In this case there will be no necessity for so many courts for this special purpose.

(e) Yes.

III. (a) Yes.

(b) The power to sell movables and lands must be given to landlords under the Estates Land Act instead of to the Revenue Department which causes unnecessary delay and expense to both parties. The Stamp Act should, if necessary, be modified accordingly.

(c) Please see my reply to query III (b).

IV. (a) The rights of water-supply should be inherent to the tenant from the nearest source through recognized channels.

(b) Yes. He should have it. He must see that all water-sources are always kept in good order very unlike in the Karvetnagar zamindari where the sources have not undergone any repairs for more than half a century.

V. (a) Yes. This must compulsorily be done as it would be advantageous to both.

(b) I think the landlords' and tenants' shares may be fixed at 5 to 1 respectively.

VI. This is practically being done now in some places so far as I know; but I think this system should be put a stop to by a statute.

VII. (a) Grazing is allowed now in all porambokes and uncultivated holdings; collection of green manure and wood for agricultural implements must be provided for by the landlord by reserving some lands or forests adjoining each village and this should be easily accessible to ryots at favourable rates but not at prohibitive rates.

(b) Yes. Where the forest and porambokes are vast ; the tenants in other localities where these are far away suffer a good deal for want of these facilities.

(c) The tenants have free access in the first two cases. They have no right now to hill streams, forests, etc., in zamindari.

VIII. (a) Irrigation sources and works must be maintained by the zamindari as in the case of Government water-sources. The tenants shall have nothing to do with them.

(b) Yes. This is absolutely necessary and the costs should be recovered for the zamindar, proprietor or shrotriendar, or inamdar as the case may be.

(c) Yes. By Government *suo motu* by enforcing on the revenue subordinates the verification of sources during their ordinary tours once a year as the Government has the power of collecting pesh kist and land cess, etc.

IX. This is absolutely unnecessary if the rent be fixed once for all [please see my reply to query II. (d)].

X. Undertenants have nothing to do with the zamindar ; they are responsible to the tenants (pattadars).

XI. (a) No special tribunal need be constituted for the purpose as the order of the Board of Revenue are based on the orders of the Government invariably.

(b) Special revenue courts with civil experience are required for this purpose to save delay. At present there is considerable delay in civil courts in the disposal of civil cases and if this special work be thrown on it, the delay will be endless.

XII. (a) The same rules as those prevalent in Government areas must be made applicable by statutory provision to zamindars also.

(b) I have no special knowledge in these matters.

I may beg to add that I am an old Matriculate of 1884. I am now passing 70 and I retired 15 years ago as Head Clerk, North Arcot Forest Branch, when it was under Collector's control. I am very sorry I am unable to make out ten copies of this as desired by you and no typewriting machine is available here. If you think any of my suggestions are worthy of embodiment in the general report, necessary copies may kindly be prepared for distribution to the Hon'ble Members of the Committee.

I am offering these humble suggestions in response to Chittoor District Collector's L. Dis. No. 4631 of 1937, dated 1st November 1937, communicated by the Deputy Tahsildar, Tiruttani, in his L. Dis. No. 4390 of 1937, dated 6th November 1937.

T. KUPPUSWAMI SASTRI,  
President.

**Memorandum by Mr. T. Seshachaliah, B.A., B.L., Pleader, Tirupati, dated  
29th November 1937.**

I. The ryots in zamindari areas are not now at liberty to construct buildings on ryoti lands. It is better that this restriction is removed and the ryot allowed to build so that he may use the land for better purposes whenever necessary, subject to payment of rent.

II. (a) The rent in zamindari areas is very high and the ryots are unable to pay the rents. The rents may be fixed on each village by a settlement officer so that the zamindar may recover double the peshkash amount fixed for that village subject to contracts made permanently between zamindar and ryots. With regard to dry lands, the lowest dry rate should be fixed to avoid disputes under section 13 (3) of the Act.

(b) The karnams are believed in courts and they ought not to receive any amounts for salary or meras. They depose falsely in favour of landlords, when they receive salaries or meras. So any receipt of any amounts by way of cash or grain should be made criminally punishable.

III. (a) The landlords should not have power to distrain movables except crops, as this power was abused generally by false endorsements of services of notices, etc., and thus coerce them to pay higher rates of rent.

(b) The publications in the District Gazette are necessary, as collusive land sales are held to defeat mortgages. If all the mortgagees and others interested in the lands are to be made parties in the proceedings or suits, then gazette publication is not necessary. Even in that case, if service of notice is not personally effected, then gazette publication should be made compulsory.

IV. With regard to wet lands, it may be said that the right to water supply is appurtenant to them and a feasible scheme may be framed so that all the ryots get their share of water, when the tank water diminishes in supply.

V. Survey may be made at the cost of the landholder, if he so desires.

VI. No cesses except land cess should be collected in addition to rent and they should be held illegal.

X. The tenants under pattadars should not be given occupancy rights as in ryotwari Government villages.

XI. The ryots feel it a great hardship to go to Revenue Courts with vakils to various camps and places. As the civil courts will have no work after the Moratorium Bill, all the rent suits may be tried by civil courts. The Munsifs are better judges than Deputy Collectors who have little or no experience of civil law.

XII. The remission for shavi should be made compulsory if shavi is due to want of water in the tank or other irrigation sources.

XIII. The ryots generally keep wet lands waste and cultivate only dry lands as their assessment is less. So the ryots should be held liable to pay rent for lands left waste by their neglect.

XIV. Inamdars are like pattadars from zamindars and so the tenants under inamdars should have no occupancy rights in the lands.

T. SESHACHALIAH.

**Memorandum by Mr. H. Subba Rao, karnam of Kappalli, Punganoor taluk, Chittoor district.**

N.B.—The petitioner prefaces his regular answers to the questionnaire with a precis which is considered to be unimportant and superfluous and hence omitted in the translation.

I. (a) Just as the ryot who obtained patta in Government lands is the proprietor, so also the zamindar who has obtained *sannad* is the proprietor of the zamindari lands.

(b) The tenant who is not the landholder has no right of gift, sale or alienation. He may have the occupancy right when paying the rent. When he does not pay the rent, he may be evicted by the zamindar.

II. (a) & (b) A fair rent is that part of the net value of the produce after deducting the cost of cultivation, which should be fixed.

(c) The principles of granting remission is not fair in zamindaris. If Government grant remission in *peshkash* to the zamindar, then the zamindar is bound to grant remission to the tenant.

(d) The rate of rent should be settled once for all.

(e) In the case of any alteration in the rates of rents, the method of fixing the rent after effecting settlement operations after every thirty years as in the case of Government villages, may be adopted. The rent settled during the time of *paimayishi* in fasli 1215, was reduced in the case of Government lands in the year 1872 after carrying out settlement operations. But the Government have not shown any care in the case of zamin ryots.

III. (a) The powers of the zamindar under the Estates Land Act in the matter of collecting rent are quite inadequate. He should have the right of attaching the movable property of the defaulting tenant and auctioning it within a stipulated period. As regards the attachment of immovable property, there are many difficulties to the zamindar as well as to the ryot. The zamindar has to pay very heavy stamp duty. Much delay is caused by the time the divisional officer sanctions the auction. To avoid this delay, the Government officers in the zamin areas not below the rank of Deputy Tahsildars may be given powers in this respect. The ryot who finds it difficult to pay the heavy rents cannot at all pay stamp duty on the lands distrained. This is the main reason for the appalling poverty of the zamin ryot. In view of the ryots' poverty, stamp duties should be abolished in the case of suits relating to attached properties.

IV. (a) & (b) The landholder has rights in the water sources.

V. (a) & (b) Estates should be surveyed. The rents in zamindari villages should not be more than the rents in Government ryotwari villages. The proportion of the cost that should be borne by the two parties should be left to the discretion of the Government.



VI. The landholder cannot demand any such levies in addition to the rent.

VII. (a) Such rights should be created.

(b) No.

(c) The landholder has all the rights, the ryot has none.

VIII. (a) Irrigation sources and works to be maintained and repaired by the landholder.

(b) Government should have the power to execute repairs, etc.

(c) To be applied *suo moto*.

IX. There should be yearly jamabandi for zamin villages as is the case with Government ryotwari villages.

X. (Answer not given.)

XI. (a) The Revenue Board should continue to be the final appellate authority.

XII. (a) The zamindar should ask his own officials to investigate the lands occupied unauthorizedly. If it is found that the encroachment of such lands does not cause inconvenience to the villagers, they can be given on patta to the man who has occupied it unauthorizedly or to any poor ryot who has no land at all. If the occupied lands are useful to all the villagers, steps should be taken to evict the tenant concerned.

(b) The law should be so revised as to empower the zamindar himself to collect jodi, etc.

H. SUBBA RAO.

**Memorandum by Mr. C. R. Parthasarathi Ayyangar, B.A., B.L., M.L.A., Advocate,  
Chittoor, dated 30th November 1937.**

The object, I believe of the questionnaire is, to make the position of the tenants in Zamindari areas as good as it is possible, to provide a machinery by which the best interests of the village unit in every area may be served.

First I want to state very clearly that it is not enough that attempts should be made in a somewhat half-hearted way to approximate the conditions of the Zamindari ryots to the position of the Ryotwari tenants, as if the latter's position is in any way in a satisfactory condition at present. I want to state that that idea is not conducive to the welfare of the general uplifting of the nation and the solidarity of village groups as a whole. In other words, we must introduce a system of a Uniform village self-Government as was in usage till recently so as to vivify the present life in the villages before it is too late.

The position which I think may be safely taken is, to restore the solidarity of the village unit as of old. The village must be self-contained, every one having a share in the administration. They should be asked to elect their own Committees for the disposal of Civil, Criminal and Revenue (collection also included) business, sanitation, and conservancy, prevention of public nuisances, irrigation, sanitation at fairs and festivals, medical help and village dispensaries, control over offensive and dangerous trades, cattle pounds, registration of births and deaths, education, forest, co-operation, arts, crafts, industries and other vocational pursuits, spinning, weaving, police and other work suited to modern conditions. Education and recreation, such as control of primary schools, gymnasia, parks, topes and recreation grounds, libraries, village workshops also must be under their control. Of course, groups of these villages must be under the supervision of Revenue and Judicial Officers until they are able to stand on their own legs. Summary remedies and disposals must be made at once. Cases and complaints and remedies cannot be kept pending as they are made to wait as now. Swift, sharp and quick remedies are necessary to keep the village in tact as formerly. The new Debt Reconciliation Bill may clear the way for introduction of the Panchayat. A village Panchayat Bill should be immediately passed to restore order by Panchayats out of the present chaos. The introduction of co-operative societies for every village or groups of villages, responsible for repaying the Government dues, responsibility being on the village individually and collectively. This will pave the way for the money lenders not exploiting the village and thereby preventing lands from being sold in Execution. Houses will not be rendered empty by the tenants, poverty-stricken people will not be crowding towns or other areas creating fresh situations and labour troubles. Money-lenders will have to lend their monies to the co-operative societies or form guilds or companies for trading purposes outside the village; produce will not be in the hands of middlemen but in the hands of Taluk Boards and District Boards. The cost of cultivation in the village must be reduced by clubbing of the small holdings. The villagers will be induced to have cultivation jointly on a large scale, thereby reducing the cost of cultivation, Cattle and agricultural machinery may be made available through the co-operative

societies for mass production. There will be considerable scope for inducing people to embark upon cottage industries, aided as it is now, by Electricity. Improved methods in every department will have to be utilized. The iron smith, the carpenter and other village servants may be made to revive the old brotherly spirit of service to the community, viz., the enlarged family, the village community. With this object in view as our ideal and goal I proceed to answer the questionnaire. The village should have also control over industrial and Economic revival. Rents for the entire village should be collected in kind and sold through the co-operative stores and banks by Government machinery. The construction of wells, tanks, village irrigation, and canals and roads and bridges should be carried out with the help and aid (guided under the direction) of the villagers aided by modern scientific knowledge. The present system of all officials of every description meddling with the affairs of the village must be stopped as far as possible. The villagers must be able to resist, tyranny and oppression and extortion and exploitation both inside and outside the village. A spirit of self reliance, self reverence and capacity for independent thinking and inviting of suggestions for self improvement individually and collectively should be encouraged steadily step by step.

#### *Answers.*

I. (a) The proprietor of the soil is certainly the occupier, the cultivator, the person who makes his living out of the cultivation of the land. It is certainly the tenant. All references in our Hindu Books, e.g., Code of Manu, The Mitakshara and Epics, the Arthashastra, The Smrithis, the Sukra Neethi, all assume that the person who actually tills the soil and is dependant upon it for his living should be the owner of the soil and on no account should he be evicted out of it. This is a truism which needs no repetition. Joint cultivation of the holdings as a whole and as a single unit should be made the rule aided by the latest scientific knowledge.

(b) The landlord receives a portion of the proceeds for protecting the tenant in the enjoyment of the land free from disturbances. Originally it was the King's share. But after Regulation 25 of 1802 the Zamindar gets a portion of the King's share charged with the liability of keeping the tenants in a satisfactory condition and in discharging his duties to them. The Zamindar should certainly have responsibility. The importance of his duties to his ryots primarily must be brought home to him. He must at least maintain an agricultural school in each village and send his sons to them to learn and supervise the village arts, crafts, industries, cultivation, etc., and give his life to the administration of the village as a whole.

II. (a) The question should be answered by a reference to the rent as fixed in 1805. In many zamindaris, the original rate, fixed by the Government in 1805 still prevails, whereas in several other Zamindaries the said rate has been increased to a considerable extent. To begin with, therefore, the rate of rent fixed during the survey and settlement of 1805 may be taken as fair and equitable. An improvement also may be made as that system is very old and antiquated. A general revision with the help of the villagers should be made now fixing a grain rent proportionate to the nature of the soil.

(b) If the village community is established again there may be no necessity to fix the rent on every piece of holding held by the tenant. But it may be enough to fix the rent in blocks according to the soil and irrigation facilities. This must be brought into order by a revised consideration of the present state of affairs with the help of the villagers and the survey and settlement party if necessary. The most important point to be taken into consideration in fixing a fair rent is the needs of the man. But as they may vary for several well-known reasons such as the number of souls to be fed, the capacity of the individual or individuals and his willingness to work for the welfare of the community as a whole and generally, the qualities of a good villager, the matter may be left for consideration by the village community as a whole who will generally know the wants of the individual subject to supervision by the Governmental authority for some time. Joint cultivation, prohibition and reconstruction of the village on modern lines will give plenty of work for each individual in the village and additional means of earning. No man can be allowed to live in indulgence nor on the bounty of others. Every one must work according to his capacity. The village will naturally make some provision for the needy and helpless.

(c) The Officer or court concerned will have a hand for determination of the rate of rent so long as the individuals fight with each other or the Zamindar wants to rack rent on the villagers. But when the Zamindar and his villagers agree that the safety and prosperity lies in the welfare of the villagers as a whole, then the best thing to do will be to enunciate principles for the villagers to determine what is a fair and equitable rent according to varying circumstances. The principle that will guide them will be the wants of the village as a

whole and not of individuals. But if there should be a fight as now then a special tribunal should be asked to fix remission in cases of suffering by examination on the spot at once and not years later. The remedy should be summary and just.

(e) It is desirable that the Provincial Government should have reserve powers to revise or alter or reduce whenever they are inequitable by executive action, but this will be rarely exercised when the spirit of mutual helpfulness increases in the villages by the revival of the village panchayat system.

III. (a) If Co-operative societies are introduced into villages for helping them in all their village activities there will be no necessity for the land-owner to interfere at all. It will be a condition precedent for introduction of co-operative societies in every village that,

(1) the co-operative debt will be a first charge on the entire village individually and collectively on the lands as well as personally,

(2) that the entire rent should be paid by the village without any coercive process,

(3) that no lands or immovable property could be sold or mortgaged without being liable for the above two charges.

But if the present system is to be carried on more summary powers should be given to the landholders to collect the rents. The provisions of Act I of 1908 must be approximated to Act II of 1864 so that the land-owners may have easy collection. The present system of collection is unnecessarily complicated. Lands should never be sold, but only the crops or movables of the defaulter. This was the usage from time immemorial. No landless class should be created in India, labour and capital in villages went together in the old village system. The evils of the west were due to fuedalism gaining the upperhand and the village common was stolen from the peasants. We should not repeat the evil here by slavishly following Western methods. Agriculture and village communities should absorb the entire population leaving no chance for floating population to create mischief. The evils of growing mills should be stopped immediately.

III. (b) & (c) The sale should be held in the village with sufficient publicity on the land itself. Unless the spirit of co-operation is introduced in the village the present frauds will continue. The entire village must be held responsible to pay the entire rent, if they are to be financed either by the Government or by Zamindar through their co-operative Banks. The collection should be left entirely to the villagers in any event. The sale of lands privately and publicly or by court of law or by any other machinery should be strictly prohibited. The feeling that the village is an enlarged family with mutual ties and obligations of helpfulness must be sedulously cultivated by the Government. No other alternative is possible under the present circumstances if India is to live.

IV. (a) Every villager has a right for water supply for the wet lands from the village tank. It must be kept in good condition both by the landlord and tenant jointly. But the supply of water for dry lands from tanks built by the Zamindar is purely a matter of contract. But the matter has to be viewed from an entirely different standpoint at present. The policy must be distinctly laid down by law that the Zamindar and tenants are co-operators in carrying out the Government policy of regeneration. The intermediaries who are interested in disunity should be cleared out. From my knowledge of the zamindaries in this district, which are many, I can state quite confidently many Zamindars have come to grief on account of the intermediary class of money-lenders, place-hawkers, job-hunters, who live in the weaknesses and foolishness of both the Zamindar and tenant. These people should have no place in the new village autonomy.

(b) In many estates I know, one tank irrigates many villages. It will be the duty of the Zamindar to regulate the supply of water in such cases to the different villages according to the wet area thereunder. Of course the area must be constantly revised according to the capacity of the tank and the condition in which it is kept. It is not possible to lay down any uniform rule, in this matter until the old village communal mutual helpfulness is restored. Mutual goodwill and understanding must replace litigiousness. A new spirit must be infused and the old life restored into new organization.

V. (a) I think it is necessary that all estates should be compulsorily surveyed and a record of rights maintained. But it is safer to survey and settle in blocks. It is necessary to discourage sub-divisions of holdings. Individual holdings and pattas should be discouraged. Joint holdings in large blocks with the village as a unit must be quickly introduced. The cost of survey and settlement must be absolutely minimised under the new regime. The cost must be nil.

V. (b) The cost of survey and settlement is inordinately high. Government should charge less. Each must bear the cost in equal halves. If the village karnam is properly trained it is enough he does the business with the help of retired Government survey and

settlement officers. The matter up to this time was regarded with step-motherly jealousy. But friendliness and the new wave of patriotism must be made to minimise the expenditure everywhere.

VI. (a) The landholder should not make any levies customary or otherwise in addition to rent, unless the villagers in a body agree to it and pay the same out of their own free will. especially in Karvetnagar all sorts of meras, like kavimera, paravasthu mera, karnam mera, etc., must be done away with and the landlord be freed from payment of these meras to the meradars. Legislation must be clear on the point. These weeds that choke mutual helpfulness and trustfulness must be quickly removed, pure life must flow freely.

VII. (a) Every village must have the right to the grazing of cattle in the village common set apart for the purpose, i.e., for communal purposes. The tenants must be taught how to preserve it (which is the important consideration) using the latest discoveries of the forest department. An agricultural school must be maintained in every village or group of villages maintained by the zamindar and the zamindar himself must learn and cause others to learn compulsorily. The greatest business to be done in the village is to make the village people work co-ordinately under different committees so that they may feel their unity in spirit through diverse in work and activity.

(b) The tenants have an inherent right to get green manure, fodder for grazing of cattle, wood for agricultural implements. This is the old immemorial usage. This must be restored along with the village amenities and with the revival of the village communal workshop and industries things will assume a new shape.

(c) Public paths and communal lands must be made the common property of the village. But, hill and forest porambokes must be reserved to the zamindar so that the duty of conserving them will be upon him subject to the limitations already mentioned. The villagers must be taught to preserve the forest and not to destroy them as they are doing now. Communal rights do not mean communal licence, but to keep the village intact by helpfulness and co-operative work.

VIII. (a) It should not be necessary to go to a court of law to maintain irrigation sources and works. There will be interminable delay. Summary executive action ought to be taken through Government agency and of the villagers to put them in right order yearly.

(b) The provincial Government must have the power to maintain and repair irrigation works where the landholder fails to repair them.

(c) The Government must do so *suo moto* because it is a matter of public interest. Up to this time private interest guided legislation as is evident even to a superficial observer. It should now be clearly expressed in every legislative enactment that public interest will take precedence of and will over-ride every private interest of any kind whatsoever.

IX. If the present state of affairs continue and the village unit is not established at once yearly jamabandies are necessary as in ryotwari villages, so that the zamindar may be called upon personally to attend to the needs and wants of his ryots.

X. (1) If lands are enjoyed by absentee landlords in zamindari areas, then the pattadar should be called upon to give up the lands to the occupier himself who will pay his rent to the zamindar regulating his rights with his under-tenants.

(2) And the zamindar must have recourse to the under-tenant directly by recourse to attachment for recovery of rent. It is certainly open to the absentee pattadar to commute his rights with the under-tenants who must own the land thereafter. No landless people in village should be allowed to rush to towns and create labour problems and troubles.

XI. (a) The Board of Revenue should cease to interfere in relationship between landholder and tenant. A special tribunal may be established to dispense cheap summary and quick remedy on the spot.

(b) The present revenue courts and civil courts must not have jurisdiction over these matters. Special itinary tribunals should be established to give summary justice.

XII. (a) The unauthorised occupation of lands by ryots will naturally cease if the village community is restored. Otherwise there will be interminable quarrels. The safest way will be summary relief to be given by special tribunals.

(b) The law relating to the collection by the landholder of jodi, poruppu, kattubadi, must be thoroughly recast. Each and every one of the holders must be liable for the entire rent or the whole village community may be asked to collect the rent for the zamindar being paid a portion of the rent for their trouble in collecting.

On the whole taking the genius of the Indian people for village self-government for several millions of years in the past, it requires but very little propaganda work to instil into their minds once more the knowledge of unitary self-Government in the village in all its departments. There is no other alternative. Any other remedy that may be suggested in the shape of the amendment of the Estates Land Act leads only to more complication. The constant interference of courts with all their tardy administration of justice will complicate, perpetuate quarrels and disunion. The fewer the courts' interference and the greater the number of local special tribunals in the form of village communities will be the best remedy.

To sum up : The Estates Land Act as it is must be scrapped. Only the fundamentals to be laid down in the form of a few sections. No encouragement ought to be given to agitation from outside. Much agitation as it now prevails is meaningless and artificial. Sober commonsense has to prevail, especially in the matter of the so-called labour troubles. Therefore the old Indian ideals of village local self-government, taluka sabhas and district samathis have to be restored. Skill in work must be made the foundation of administration. As I have been in the very midst of the agitation ever since 1914 I know very well by study and experience that the Commonwealth of India Bill introduced in Parliament in 1925 embodies the old Indian tradition suited to modern conditions. I give them as an appendix below :—

#### I. POWERS OF THE VILLAGE PANCHAYAT.

(a) *Education and recreation.*—Primary schools, village workshops, libraries, parks, gymnasia, recreation grounds, etc.

(b) *Protection.*—Control over erection of buildings, sanitation and conservancy, prevention of public nuisances, sanitation at fairs and festivals, medical help and village dispensary, control over offensive and dangerous trades, village cattle pounds, registration of births and deaths, civil and criminal jurisdiction in simple cases exercised by a court of summary jurisdiction, village police, local militia, if necessary.

(c) *Economic and industrial ministration.*—Co-operative stores and banks, wells tanks and canals, cottage industries village irrigation, village fairs, cattle-stands, village forests and grazing grounds, roads and bridges, certain powers of local taxation and other works of public utility handed over by the taluk sabha.

#### II. POWERS OF THE TALUKA SABHA.

(a) *Education and recreation.*—Lower secondary or middle school education, technical schools, model farms.

(b) *Protection.*—Control over markets, fairs, etc., hospitals, and dispensaries, civil and criminal jurisdiction in simple cases or in appeals from village cases exercised by a specially appointed bench of magistrates, decision of disputes between villages, control in cases of epidemics, co-ordination of village police, taluka police or reserve force.

(c) *Economical and industrial ministration.*—Stock of agricultural machinery for hire, stud animals, supplied of seeds suitable for different soils in the taluka, main roads between villages, small irrigation channels, promotion of village industries, other works of public utility handed over to the taluk board by the district samiti, central co-operative stores and banks for helping village stores and banks.

#### III. POWERS OF THE DISTRICT SAMITI (RURAL) OR MUNICIPALITY (URBAN).

(a) *Education and recreation.*—High secondary or high school and college education. Technical college, a technical institute, studying soils, manures, crops.

(b) *Protection.*—Co-ordination of taluka police, district police or special reserve, larger hospitals and dispensaries, inspection of foodstuffs, epidemic diseases, public health settlement of disputes between taluka boards, civil and criminal jurisdiction within fixed limits, and deciding sanctioned appeals from taluka benches by a specially appointed bench of magistrates.

(c) *Economic and industrial ministration.*—Co-ordinating local stores and banks and other village enterprises of an industrial or commercial nature and model farms, supply of information needed by cultivators, craftsmen and others, stores of seeds for supplying taluka model farms, forests, district roads, district waterways and railways, district bridges, levying cess and raising loans within the prescribed limits, allocating provincial subsidies among taluka boards, if necessary.

Provided that district samitis (rural) or municipalities (urban) are empowered as far as possible to own all public means of transport, lighting, water-supply, markets within their area, and to utilize the profits for decreasing taxation.

C. R. PARTHASARATHI AYYANGAR.

**Memorandum by M.R.Ry. K. Varadachari Avargal, M.L.A., Chittoor, dated  
30th November 1937.**

I. (a) & (b) The law as it stands confers a right of occupancy in the tenant, the zamindar being entitled only to the revenue. Historically in most cases the zamindar has been only an assignee of revenue and as such it will be inequitable to treat him as the owner of even the uncultivated soil; at best he is only a trustee of all the uncultivated area for the benefit of the tenants, thus performing the functions of the State.

II. (a) & (b) Before answering these questions I have to point out that any consideration of what is fair and equitable rent should depend upon a rational classification of all cultivable land. I have come across in many zamindaris, land classified into not only dry and wet but also several other kinds, such as thotakkal, etc., I submit that all land must be divided into only two classes wet and dry according as the same is irrigated by water supplied by the zamindar or otherwise.

Fair and equitable rent must have some connexion with the general economic condition of the country in relation to prices of grains as also the expenses of cultivation, the needs and wants and the standard of living of the ryot. Even in Government ryotwari areas it has been the standing grievance of the agriculturist that the tax paid on the land is in quantity an intolerable burden having regard to all the considerations mentioned above. That being so the ryot in the zamindari areas must in fairness and justice be at least placed on the level of the tenant in the Government ryotwari area; so that whatever treatment is accorded to the land in the ryotwari areas must also apply to the lands in the estates. I would therefore urge that a fair and equitable rent is one which is fixed in money on the basis of the rates prevailing in the ryotwari areas on lands of similar description with similar advantages. This will imply the abolition of (1) kapua rents, (2) kuru or grain rents and (3) all kinds of cesses and other extras that deface the system of land tenure in zamindari areas.

For effectuating the above object there must be statutory provisions to secure (1) the declaration by the Collector of the district of the scales of assessment in the ryotwari area nearest to each estate and (2) the application of the said rates to the lands in that estate 'taramwar'; automatically on such declaration, by a settlement officer of the grade of a tahsildar at the cost of the Government itself.

The fear that such a system would involve loss to the zamindar would I think be baseless. Under this system much of concealment of cultivation and non-realization of revenue would disappear, not to speak of the reduction of expenditure on the collection itself.

II. (c) & II. (d) These are easily answered if the principle of the suggestion under II (a) and (b) is favourably considered by the Legislature. Remission of rent and settlement either periodical or permanent will generally follow the lines of policy applied to the ryotwari areas by the Government.

III. (a) & (b) The power of collection of rent must be taken out of the hands of the landholders in the estates. Statutory provision must be made for securing the power to the Government and in this connexion I would strongly urge the creation of autonomous village Governments which are much more essential and beneficial to the masses in zamindari areas than in others. These autonomous Governments must also be empowered the control of the irrigation sources which is by itself is a very crying need in the estates, assignments of waste land or porambokes and all such other legal processes for that purpose may be placed on a par with that prevailing in the ryotwari areas under the Revenue Recovery Act. Suits for recovery of rent must in any event be abolished and even if the zamindar is to be retained as the collecting agency he ought not to be permitted to resort to litigation which throws a heavier burden on the capacity of the ryots to pay.

Apart from this the provisions in the present enactment for the sale of holdings for recovery of rent are observed in their breach than otherwise. Large holdings are sold away for a song and therefore stricter provisions for ensuring some correspondence between the amount of rent due and the extent of holding sold is secured by more stringent provisions. For this purpose I would suggest a provision making it possible for the ryot to attack a sale and set aside by proof of inadequacy of price paid at the same and to make such a provision to be liberally construed in favour of the ryot by the authority whether it is the court or the Government.

4. (a) & (d) The landholder is merely a trustee for the distribution of water and for the maintenance of the irrigation source in good repair. I consider that it must be definitely statutorily recognized that the whole body of the ayacutdars in the village possess the right to the water source and that the zamindar is legally liable not only to place the water sources in good repair but also to regulate and control the distribution of the water to

the ayacut. Further this duty hereafter must be transferred to the autonomous village Governments themselves if they are established and in any case to the Government, the zamindar being to make an equitable arrangement for the grazing of agricultural cattle, collection of green manure, etc. The rights of the zamin ryots must be placed on a par with the ryotwari areas and under a system of village autonomous Governments the distribution of these natural facilities would be productive of more beneficial results to the agriculturists, and to the State also ultimately.

7. (b) I would unhesitatingly answer that the tenant has got an inherent right to use these facilities for his domestic and agricultural purposes at a nominal cost if not free of cost.

7. (c) The landholder is bound to regulate the use of public parks communal lands and hill and forest porambokes for the benefit of the agricultural tenants in the first instance, major produce of the hill and forest such as commercial timber, minerals should be utilized and administered as a State concern.

8. (a), (b) & (c) The only remedy for the sad state in which the irrigation sources are now maintained in the zamin areas is for the Government to take up the duty in this respect and to debit the zamindar with the cost of repairs and of maintenance. This should not depend upon the motion of the ryot; what is done in the ryotwar area as a State duty must also be applied to being deprived of all these responsibilities.

V. (a) Survey and maintenance of records of rights are very necessary. The survey should not be undertaken for the purpose of enhancing the extent of land but more for the purpose of fixing the boundaries as they stand and the survey maps and field sketches must be prepared on this basis alone. What I am really aiming at is the survey should not involve the enhancement of rent by reason of excess of extent discovered by the survey. Both in the zamin areas and in the ryotwari areas village accounts must be simplified as far as possible.

(b) I would also strongly urge that the survey should not be made to delay settlement of fair rent in any manner. The settlement of rent may be made at once and the survey can take place at leisure according to the convenience of the Government.

The cost of survey must be borne by the Government partly and partly by the zamindar. The ryot should not be troubled with the cost of the same.

VI. The so-called customary levies must disappear.

VII. (a) The Government must undertake the responsibility of the distribution of local natural facilities to the zamin areas.

I would urge that pending the repair of any irrigation source the settlement officer must, at the time he fixes the fair rent, also reduce the rent for the wet land according to the state of disrepair of the irrigation source.

IX. Jamabandi is a very useful institution and it must be conducted by the Revenue department of the Government yearly with suitable modifications. The Jamabandi must be made a real one instead of making the same an annual entertainment.

X. The legal status of an undertenant has to be bettered from the existing state of affairs. Wherever a pattadar possesses a very large holding and when any portion of which is continuously cultivated by an undertenant say for a period of 12 years, it would be equitable to confer on such undertenant occupancy rights and the rent payable by him must suitably apportioned with a view to link him with the pattadar himself. It would be unnecessary to confer any right on the zamindar to collect rent directly from such undertenant, but it should be the duty of the zamindar to exclude that portion of the pattadar's holding from coercive process if the rent due on that portion is paid by the undertenant.

XI. (a) If my suggestion about the taking over the management of the estates by the Government is not approved of, a special tribunal for appellate and revisional authority should be set up. Otherwise the Board of Revenue may be retained for exercising the function.

(b) The administration of any law that is framed for zamin areas on the judicial side must be by courts presided over by men who are conversant with law and are trained in it. If such judges have also revenue training it would be very desirable. In any case the jurisdiction of the present revenue courts should be taken away and the ordinary civil courts may be invested with the jurisdiction in these matters.

XII. (a) Encroachments on unauthorized occupation of lands must be dealt with on the principles applied in the ryotwari areas. Provisions similar to Madras Act III of 1905 may be inserted in the Estates Land Act.

(b) No.

K. VARADACHARI.



**Memorandum by M.R.Ry. M. R. Narasimha Sarma Avargal, Secretary, Bar Association, Chingleput, dated 29th November 1937.**

I. (a) In one view of the matter both the zamindar and the ryot are proprietors of the soil. According to this view, it may be said to be now too late in the day to contend that the sovereign (Government of the day) in ryotwari areas and their representative the zamindar in the permanently settled estates is the exclusive owner of the soil. Nor could it be maintained with any degree of legal or historical certitude that the ryot is the sole owner of the soil to the exclusion of the zamindar. For all practical purposes, two distinct and independent interests have always been recognised by the law of the land, that is melwaram and kudiwaram interest in the land; and the ryot is the undisputed owner of the kudiwaram interest. In the words of James Mill "Do not allow yourself to be taken in, as many people are by an ambiguity in the word 'property'. Englishmen in general incline to think that where property is not entire, especially in the land, there is no property. But property may be as perfectly property when it includes only a part as and when it includes the whole. There is no doubt that the ryot has a property in the soil though it is a limited property. There is no doubt that the Government has property in the soil—that also limited—the one limited by the other. It is therefore a case of joint property."

This kind of joint property between the zamindar and the tenant has been taken to be kind of partnership in which the zamindar plays the role of a sleeping partner. But it is not proper to push the analogy of co-ownership or partnership too far with a view to rack-rent the tenant or even to claim a lion's share of the net produce of the land; nor is it fair that the ryots' claims and rights should be so enlarged as to reduce the zamindar to a mere cyphor. It is often contended that even on the footing of a partnership the sleeping partner would be entitled to and can reasonably claim only a smaller share of the net profits than the working partner. To call a ryot the sole owner of the soil and at the same time to take away a large share of the net profits, calling 'tax' due to the sovereign may not perhaps conduce to the economic well-being of the tenantry. Hence, call it by whatever name you will, the share of the net produce payable to the sovereign or his representative, the zamindar, must be just, fair, equitable and calculated to promote the economic well-being of the agricultural population. But, this does not mean, however, that in our anxiety to improve the lot of the ryot, too much liberty should be taken with the rights and claims of the zamindar. Justice and wisdom—not to say policy—demand that the scales should be held as even as possible in adjusting the rights between the zamindar and the ryots. The ownership of the ryot to the soil would exist not merely in the lands comprised in the holding but would carry with it certain limited rights to the communal lands inclusive of the pasture ground which are necessary for his social well-being, proper maintenance of his cattle and beneficial enjoyment of his holding. But in no case could it extend to the waste land which could be brought under cultivation by tenant inducted by the zamindar. The rights of the zamindar and the ryots in the various items of land are now fairly well crystallised in most of the zamindaris and in cases where they are not, it would be proper and necessary to prepare a record of rights, taking care to preserve to the ryot whatever may be reasonably necessary for his beneficial enjoyment of the lands in a village and leaving the residue to the zamindar who represents the Government. Care has to be taken that in the zeal for bettering the condition of the ryot methods expropriatory in character are not adopted, resulting in the deprivation or substantial invasion of the vested rights indisputably enjoyed by the zamindars for generations consistently with the economic well-being of their tenantry.

(b) The nature of the interests which the tenant has in the land is a proprietary interest with all incidents of permanency, heritability and alienability. There is absolutely no sort of restriction or limitation upon such interest. The only limitation upon the absolute enjoyment of such interest, if it could be called a limitation at all, is that the enjoyment thereof is subject to the regular payment of rent or revenue payable to the melwaramdar (zamindar) and a statutory charge for the realisation thereof. As stated already, the right of the tenant would carry with it certain rights also to lands reserved for communal purposes, such as pasture land, etc., in the village and such lands may not be diverted by the zamindar to the detriment of the tenants. A proper record of rights for each village defining and delimiting the rights of the zamindar and the tenant in the entire area of the village would be essential.

*Alternative view.*

It would, however, seem to be more equitable to postulate that the entire interests in the zamindari area belong to the sovereign power whereof a portion has been assigned to the zamindar entitling him to collect rents from the ryots and yet another portion to



the ryots entitling them to occupy and cultivate their holdings with all the incidents of succession, alienability and the like. It may be held that in return for the right of occupancy enjoyed by the ryot, he is liable to pay rent; and that the zamindar, for the rights and privileges he enjoys is subject to pay peishkist. Thus, the sovereign power will be the proprietor and the zamindar and the ryot will but own particular parcels of interest under the sovereign. Such a view would be in consonance with the trend of the times when all ownership is sought to be concentrated in the State.

II. (a) & (b). To say, what a fair and equitable rent is, is a very difficult matter. It must be empirical if it has to be reasonably certain. A fair and equitable rent should admit of a large share of the net produce—after deducting the probable cost of production from the average gross produce—being left to the tenant, and allow a sufficient margin for uncertainty of seasonal rains, of proper yield, and of the fall in prices of the grain. The manner of ascertaining the gross yield and the cost of production and hence the arriving at the available net yield would considerably vary as it is done from the point of view of the zamindar and the tenant. But it is not an impossible thing to have an impartial investigation of the matter and to arrive at a just rent which would leave the tenant not only a proper return for his labour but also a fair return for his interest in the soil and sufficient to appreciably raise the standard of living now obtaining among the tenantry. In fixing the rent, we should not forget the peishkist payable by the zamindar, the cost of collection that has to be usually incurred by the zamindar in collecting the beriz and the recurring charges that may have to be incurred by the zamindar for maintaining the irrigation works in an efficient condition and lastly the return for his melwaram interest in the land. It need hardly be said that the rent has to be calculated on the footing of average gross produce and not on the gross produce of any one year. It is neither easy nor useful to fix a percentage of net or gross produce, as the rent due, since much would depend upon what the net or gross produce is taken to be. The rent of each village has to be fixed with due regard to the nature of the soil, facilities for irrigation, labour involved in raising and tending the crops to maturity, the facilities for marketing the produce and the average money-value of grains usually raised on the land.

(c) There should be some provision for remission of rent in extraordinary cases caused by severe drought, heavy floods or the like. For obvious reasons it may not be desirable to make the zamindar the sole judge for the purpose of granting or refusing remission. When a right is created in favour of the tenant to claim remission upon proper grounds, there must also be a legal machinery provided to enforce such a right.

Care should be taken to see that the right to obtain remission is not carried to absurd lengths as it would automatically react on the peishkist payable by the zamindar. It would be quite reasonable for the zamindar to contend in his own turn that he is entitled to obtain a remission of peishkist payable by him to Government. He would plead with ample justification that the seasonal and other difficulties had been as fully taken into consideration in fixing the rent payable by the tenant even as they had been taken into consideration in fixing the peishkist payable by the zamindar. And so the greatest caution should be exercised in raising or deciding the question of remission to the tenants.

A provision by which the District Collector or the Subdivisional officer could be empowered upon application by tenants to inspect the village, say, before January in each fasli, to satisfy himself that the non-cultivation or non-production of the average crop is due to causes beyond the control of the tenants or that the value of the crop raised would not leave a reasonable margin to the tenant after payment of the rent and to grant a small remission after hearing the objections of the zamindar—such a remission not exceeding the amount of half the beriz in excess of the peishkist would perhaps be of some use.

If this be done it is but fair that the peishkist payable by the zamindar should undergo a corresponding reduction. The sovereign authority is bound to evince the same concern in safeguarding the interest of the zamindar that it may do in protecting the rights of the tenants.

The Revenue Officers whose experience in such matters is unquestionable may be invested with necessary powers to dispose of cases of remission.

(d) It is certainly most advantageous from the point of view of the zamindar and the ryot to have the rent fixed in cash once for all.

(e) It is not proper that the Provincial Government should have any powers to revise or alter or reduce the rents by any executive fiat through their Revenue Settlement Officers. The fixing of a rent is a judicial matter that has to be done with the utmost care,

precision and fairness by a judicial tribunal, though manned by officials of revenue experience. It should not be altered or revised except by such judicial tribunals on proper grounds. Cases where remission of temporary nature, say for a year or two, may be necessary, should also be left to be determined by judicial tribunals (District Collector or Revenue Divisional Officer) on proper, adequate and compelling grounds.

III. (a) The powers now given to the zamindars to collect rent are fairly adequate. But after the amending Act of 1934 great difficulty is felt by the zamindars in the matter of bringing to sale the holdings of defaulting ryots. The procedure has been made very much cumbersome, dilatory and costly. The insistence of payment of sale certificate charges by the purchaser or zamindar, of the publication of sale in the district gazette and of the large number of notices that are required to be given by post at every stage, adds to the difficulty of bringing a holding to sale not to speak of the heavy charges that ultimately fall on the defaulting tenant who might be able to avert the sale at the last stage. The procedure may, with advantage, be considerably simplified and rendered much less costly.

IV. (a) The tenant has an indisputable right to have the irrigation works maintained in a proper and efficient condition by the zamindar, but this does not mean that the tenant is relieved of his liability to do customary kudimaramat of a recurring character to the spring channels and other special classes of irrigation works. This right to irrigation is appurtenant to the cultivable wet lands for which the irrigation works must be deemed to have been dedicated even at the time of formation of the village. There could be no proprietorship of the irrigation works totally divorced from that of the lands. But the right of the tenant would ordinarily extend only to have his wet lands irrigated with customary and adequate supply of water and no more. The zamindari tenants cannot claim any larger rights than the ryotwari tenants. The result of conceding a exclusive proprietorship in the irrigation works to the tenants would be to deprive the zamindar of any right therein, while throwing the obligation to maintain them on him. The right of the tenant in the irrigation sources is more an easement than contract both in origin and incidents and must be deemed to be appurtenant to his occupancy rights.

(b) The landholder has no superior rights in the irrigation sources. His right cannot be held to extend beyond what may be strictly appurtenant to his melvaram interest. When the irrigation sources are abandoned and became in fact severed from the ayacut by reason of the lands being built upon or other causes, the question of proprietary right might arise. In which case, the land must be deemed to have lapsed to the Government; who, upon an application from the zamindar and the ryots in that behalf, may set apart the same for proper communal purposes.

V. (a) It is absolutely essential to have all the zamindaris surveyed and a record of rights prepared and maintained compulsorily. This will have the effect of rendering the rights of the zamindar and the tenant certain and definite and would obviate many a protracted and wasteful litigation.

(b) The question of apportionment of cost would depend upon the circumstances of each case. Perhaps the zamindar and tenant might be made to bear it in moieties.

VI. The zamindars should not be made to demand any levies customary or otherwise from ryots in addition to rent. Of course, the ryots have to pay the cesses payable under the Local Boards Act.

VII. (a) This point has already been dealt with in answer to question No. I. To the tenants should be secured the right of grazing their cattle in the pasture land of the village and in all the waste lands, provided, however, the latter class of lands have not been put to cultivation purposes by the zamindar or his tenants. The tenants should be at liberty to collect green manure for their agricultural purposes—and strictly limited to that purpose only—from the trees and forest in the village poramboke—not being the private property of the zamindar in his capacity otherwise than as zamindar. They must also have facilities to cut timber from the village poramboke trees for the purpose of making or repairing agricultural implements, a free licence being obtained therefor from the zamindar.

(b) No cost should ordinarily be collected from the tenants for these purposes. But care must be taken to see that the tenants do not misuse these rights which should be strictly limited to bona fide domestic or agricultural purposes and in cases where there are not large areas of forest land to afford these facilities, a nominal fee may be collected for each head-load of green manure gathered by the tenants, even to keep down reckless cutting or avoid needless waste.

(c) Public paths, communal lands and hill and forest porambokes are the property of the zamindar as representative of the Government, but the tenants have a right of user over them for the purposes for which, the particular properties are dedicated. From the hill and forest porambokes, the tenants may take timber for making agricultural implements a licence being obtained therefor from the zamindar. As regards fuel, permits may be issued on payment of a nominal fee, even as it is done in ryotwari tracts. To give the tenants a freehand in the matter of gathering green manure or fuel would lead to devastation and destruction of the forest in no time. Further, any fee that may be collected in respect of green manure, etc., may be ear-marked and utilised for the preservation and improvement of the pasture land and the forest.

VIII. The chapter relating to the maintenance of irrigation works in the Estates Land Act is defective in many particulars. For one thing, the provisions imply an obligation on the part of a zamindar to do a particular work and provide for the enforcement thereof by the District Collector in the case of a major irrigation work and by the Revenue Divisional Officer in case of the minor irrigation work as the case may be. But in cases where the zamindar disputes his obligation to do a particular item of work it is very doubtful if the Collector or Revenue Divisional Officer has jurisdiction to adjudge on the question of liability. The law has to be rendered clear. The definition of major and minor work also is somewhat obscure. How to determine the ayacut? Is it the direct ayacut alone or does it include the ayacut of a reservoir fed by another irrigation work, say a spring or flood channel. The power to prepare estimates and have repairs executed, of course, after giving an opportunity to make the repairs, has not been frequently exercised, as there is no co-operation among the tenants, in most cases as the provisions practically render it necessary that a large number of them should join in the application. The provisions should be made less stringent so as to enable a lesser body of tenants to set the law in motion making sufficient safeguards in the shape of security against frivolous and vexatious applications.

(b) The Provincial Government need have no powers reserved to them to do the repairs on default made by the zamindars. The existing law provides for the Collector recovering the cost of repairs as estimated and done by them from the zamindars. This will answer the purpose. In the case of extraordinary or extensive damage done to irrigation sources by heavy floods or other causes amounting to Vis major the liability for effecting renovation must be thrown on the Government.

(c) It is not necessary for the Government to exercise such powers *suo motu*. As suggested already the restriction in the matter of an application for repairs may be relaxed.

IX. No yearly jamabandi is necessary in respect of zamin arrears. But Collectors and Revenue Divisional Officers may be requested to keep themselves in close touch with the tenantry and their requirements, care, being taken, however, not to weaken the influence of the zamindars over their tenants and to avoid introducing or encouraging a spirit of distrust or animosity on the part of the tenantry towards the zamindars, which might lead to undesirable consequences.

X. (a) It is true that there are a large class of farm labourers who have no definite legal status now and who form the cultivating tenants in most villages, Government as well as zamindari. They are tenants at will of pattadars. They can claim no interest in the soil. To recognise any fixity of tenure in their case would be to reduce the right of the ryots.

It is not either possible or necessary to go on creating or recognising sub-tenants, as such a course would lead to a lot of confusion, uncertainty of title and discontent.

(b) The cultivating tenants are answerable only to the ryot or pattadar and can have no rights or liability as against the zamindar as neither a privity of contract nor one of estates exists as between them.

XI. (a) A special revenue tribunal may usefully be constituted to hear appeals if civil courts have, for any reason, to be left out of consideration for doing such work. We favour the view that civil courts alone must be given jurisdiction to try all revenue cases. The Board of Revenue as at present constituted though manned by officers of considerable revenue experience and rare administrative ability does not find sufficient time to deal with the appeals in all their detail—just as a first appellate tribunal should ordinarily be expected to do.

(b) All cases arising under the Estates Land Act may profitably be left to be tried and disposed of by civil courts. The legal equipment of the revenue courts is by no means of a high order and as would be evident from their judgments which, in most cases, are found to be perfunctory and lacking legal grip. The district courts hearing appeals from the judgments of revenue courts have invariably found this to be so. It cannot be seriously contended that the claims of the civil courts for this purpose are insupportable for want of revenue experience, if only we recall that even, under the present conditions, District Judges and High Court Judges are thought quite competent to hear and decide revenue cases.

Again, special tribunals are likely to prove rather expensive to the revenue litigants. Civil courts are quite efficient to deal with revenue cases. If necessary, special instructions may be issued to civil courts to dispose of such cases expeditiously and less important cases even in a summary manner.

XII. (a) The zamindar may evict a tenant from a place occupied by him unauthorisedly by means of an application made for the purpose before the Revenue Divisional Officer or the civil court having jurisdiction. Provisions analogous to those of the Madras Land Encroachment Act may be made for the purpose. Preparation of record of rights for each village might considerably reduce complaints and unauthorised encroachments by tenants.

(b) The collection of jodi poruppu, kattukuthagai, etc., from inamdars may be made in the same manner as the rent payable by tenants. It would not work any hardship to enable the zamindars to collect these items also just as they collect rent from their tenants.

M. R. N. SARMA.

#### Memorandum by Mr. A. Ambikanatha Rao, Subbareddipalem, Minjur P.O.

There are about two thousand zamindars in the presidency of Madras. All of them are selfish and are very much interested in their own affairs. They take very little interest in the welfare of their tenants in their zamins. The zamindars are lazy. They have become drunkards. They fall a prey to stately enjoyments. They collect the land revenue, by force, from their poor tenants and spend these amounts on enjoying tours with their families to foreign countries like England, France or Germany, or at least on the Guindy race. Thus, the money which is earned by the poor and hard working ryots from the sweat of their brow, is spent as if plucked from a tree which yields gold, silver and currency. The zamindars are not in the habit of collecting the land revenue from their tenants year by year. They allow it to double or triple itself. They come surprisely and demand the amount from their ryots at once. These ryots express their inability to pay such large amounts at one time. Taking this as a crime the zamindars knock away the lands of the poor tenant and drive him away. Wonder! wonder! This is how the pockets of the zamindars are full. In this matter it is difficult to distinguish a zamindar from a pick-pocket.

Most of the zamindars are illiterates. They do not possess the least knowledge which is sufficient to govern their tenants. These so called zamindars are accustomed to city life and so they are never in the habit of paying, at least one visit in their life time to the villages in their sway. It is no wonder to hear that the ryots are unhappy in the reigns of such zamindars!

From the above reasons and also reasons which could not be stated here as the circumstances do not allow, it is my burning desire that this zamindari system should be rooted out and thereby the ryots should be relieved from their distress.

If it is impossible to cancell the Zamindari system at present, at least the system may be revised with the following few changes thereby introduced :—

(1) The Provincial Government shall have the right of governing the zamindari villages. The income of each zamindar is to be calculated and one-eighth of it shall reach the zamindar for his maintenance.

(2) This grant of maintenance shall never be hereditary. Three or four generations of the Zamindar shall be eligible for this grant and after which this grant shall be cancelled.

(3) Some villages are reserved for the maintenance of temples, or other charitable works. The representatives such as dharmakartha or manager who are appointed at those villages shall be the natives of that particular village which is reserved.

(4) The zamins of those zamindars who have no right heir to occupy their place should directly come under the sway of the Provincial Government. Such zamins should not let fall into the hands of those who belong to the zamindar.

(5) As far as this zamindari system prevails the zamindar shall not possess separate lands for cultivation. If he were to possess he will not allow sufficient supply of water to his tenants, and also he will not allow his tenants to the utilization of local natural facilities such as grazing of cattle, collection of green manure, or wood for agricultural implements, as he is all in all.

(6) If the Zamindar possesses separate lands for cultivation and they yield sufficient crops for the maintenance of his family, then the grant stated in No. (1) shall be cancelled.

A. AMBIKANATHA RAO.

**Memorandum by Mr. P. T. Sreeman Mudallyar, President, Panchayat Board and Landlord, Palayanur, Padalam Post, Madurantakam taluk, dated 2nd December 1937.**

In this part the prevailing idea is that a landholder has vested interest in relation to the ryot. The ryot is not classed under the 'Category tenant'. My answers to the questions are appended herewith, with the following suggestions.

The present Act I of 1908 has modified in 1934 requires revision mainly in regard to the compulsory transfer of holdings and collection of interest. The transfer of holdings should be effected then and there whenever applications are received and any failure on the part of the landholder will have to be taken up on hand by a revisional authority on the mere application of the aggrieved ryot. With regard to the levy of interest the rate should be reduced to three per cent instead of six per cent as at present. And this should be made collectable either after the service of pattas by the landholder to the ryots or only after the close of fasli as in Government villages provided the Government does not also collect interest from the landholder in case of failure of payment of kist on the due dates fixed for the purpose.

*Answers.*

I. (a) The proprietor of the soil is the ryot.

(b) The landlord has the right of collecting rent in lieu of 'Melvaram'.

II. (a) Rupees 6 per acre for compounded wet lands and Rs. 4 and below for single cropped wet lands according to the soil classification.

(b) The consideration is one-fourth of the melvaram produce.

(c) Yes. Having regard to the failure of water-supply.

(d) It will be better if rent is fixed once for all.

(e) This does not arise.

III. (a) Yes.

(b) & (c) The powers given under Act II of 1864 should also be exercised by the landlord.

IV. (a) The rights of the tenants to water-supply inherent has being appurtenant to the land.

(b) Yes. In respect of the proper maintenance of the irrigation sources.

V. (a) Yes.

(b) The proportion is three-fourth of the cost to be borne by the landlord and one-fourth by the ryot.

VI. No.

VII. (a) Tenant or a ryot should have every facilities in the affair.

(b) Yes.

(c) The tenants have a right to use them but should not encroach on the rights of the landholder.

VIII. (a) The landholder should be compelled to maintain the irrigation sources and works.

(b) Yes.

(c) The Government may take up the case on hand *suo motu* or on application by interested parties.

IX. Yes.

X. No such cases here.

XI. (a) A special tribunal is necessary for each taluk and a final appellate and revisional authority should be the District Judge.

(b) In special Courts.

XII. (a) The powers vested in Government should be applied by the landholder.

(b) No such cases.

P. T. SREEMAN MUDALIYAR,  
President.

**Memorandum by Mr. D. K. Varadachariar, B.A., B.L., Government Pleader,  
Chingleput, dated 22nd November 1937.**

I. (a) I am inclined to say both the zamindar and the ryot are proprietors of the soil. It is now too late in the day to contend that the Sovereign (Government of the day) in ryotwari areas and their representative, the zamindar, in the permanently settled estates, is the exclusive owner of the soil. Nor could it be maintained with any degree of legal or historical certitude that the ryot is the sole owner of the soil to the exclusion of the zamindar. For all practical purposes, two distinct and independent interests have always been recognized by the law of the land, that is, melvaram and kudivaram interest in the land, and the ryot, the undisputed owner of the kudivaram interest. In the words of James Mill: "Do not allow yourself to be taken in, as many people are by an ambiguity in the word 'property.' Englishmen in general incline to think that where property is not entire, especially in the land, there is no property. But property may be as perfectly property when it includes only a part as and when it includes the whole. There is no doubt that the ryot has a property in the soil, though it is a limited property. There is no doubt that the Government has a property in the soil—that also limited—the one limited by the other. It is therefore a case of joint property." This kind of joint property between the zamindar and a tenant has been taken to be a kind of partnership in which the zamindar plays the role of a sleeping partner. But it is not proper to push the analogy of co-ownership or partnership too far with a view to rack rent the tenant or even to claim a lion's share of the net produce of the land. Even on the footing of a partnership, the sleeping partner would be entitled to and can reasonably claim only a smaller share of the net profits than the working partner. To call a ryot the sole owner of the soil and to take away a large share of the net profits, calling it 'tax' due to the Sovereign would hardly promote the economic well being of the tenantry. Hence, call it by whatever name you will, the share of the net produce, payable to the Sovereign or his representative, the zamindar must be just, fair, equitable and calculated to promote the economic well being of the agricultural population. The ownership of the ryot to the soil would exist not merely in the lands comprised in the holding but would extend to the communal lands inclusive of the pasture ground which are necessary for his social well being, proper maintenance of his cattle and beneficial enjoyment of the holding. But it may not extend to the waste land which could be brought to cultivation by tenants inducted by the zamindar. The rights of the zamindar and the ryots in the various items of lands are now fairly well crystallised in most of the zamindaris and in cases where they are not, it would be proper and necessary to prepare a record of rights, taking care to preserve the maximum amount of beneficial enjoyment of the lands in a village to the ryots thereof and leaving the residue to the zamindar, who represents the Government. Care has to be taken that in the zeal for bettering the condition of the ryots, methods expropriatory in character are not adopted, resulting deprivation of the vested rights indisputably enjoyed by the zamindars for generations consistently with the economic well being of their tenantry.

(b) The nature of the interest which the tenant has in the land is a proprietary interest with all incidents of permanency, heritability and alienability. There is absolutely no sort of restriction or limitation upon such interest. The only limitation upon the absolute enjoyment of such interest—if it could be called a limitation at all—is, that the enjoyment thereof is subject to the regular payment of rent or revenue payable to the melwaramdar (zamindar) and a statutory charge for the realization thereof. As I said already the right of the tenant would extend also to lands reserved for communal purposes, such as pasture ground, etc., in the villages and such lands may not be diverted by the zamindar to the detriment of the economic well being of the tenants. A proper record of rights for each village defining and delimiting the rights of the zamindar and tenant in the entire area of the village, would be essential.

II. (a) & (b) To say, what a fair and equitable rent is, is a very 'difficult matter.' It must be empirical if it has to be certain. A fair and equitable rent should admit of a large share of the net produce—after deducting the probable cost of production from the average

gross produce—being left to the tenant, and allow sufficient margin for uncertainty of seasonal rains, of proper yield, and of lowering down of money value of the grain yield. The manner of ascertaining the gross yield and the cost of production and hence the arriving at the available net yield would considerably vary, as it is done from the point of view of the zamindar or the tenant. But it is not an impossible thing to have an impartial investigation of the matter and to arrive at a just rent which would leave the tenant not only a proper return for his labour, but also a fair return for his proprietary interest in the soil sufficient, calculated to considerably raise the standard of living now obtaining among the tenantry. In fixing the rent, we should not forget the peishkist payable by the zamindar, the cost of collection that has to be usually incurred by the zamindar in collecting the beriz, and recurring charges that may have to be incurred by the zamindar for maintaining the irrigation works, and lastly the return for his proprietary interest in the land. It need hardly be said that the rent has to be calculated on the footing of average gross produce and not on the gross produce of any one year. It is neither easy nor useful to fix a percentage of net or gross produce, as the rent due, as much would depend very much upon what the gross or net rent is taken to be. The rent of each village has to be fixed with due regard to the nature of the soil, facilities for irrigation, labour involved in raising the crops to maturity, the facilities for marketing the produce and the average money value of grains usually raised on the land.

(c) I think that there should be *some* provision for remission of rent in extraordinary cases of slump in the value of grains or seasonal difficulty either of flood or scarcity of water for irrigation. To say that the zamindar is the sole Judge of when remission should be given is to put it more as a matter of grace on the part of the zamindar than one of right on the part of the tenant to obtain remission. If we concede that the tenant is entitled as a matter of right to obtain a remission on proper grounds, law must provide some means of enforcing such rights. This right to obtain remission should not be carried to extreme lengths. It would logically lead to the zamindar in his turn insisting on his right to obtain a remission of peishkist payable by him to Government, for he would say the seasonal and other difficulties were taken into consideration in the matter of fixing the rent just in about the same as they were taken into consideration in the matter of fixing the peishkist. So, we should be cautious to limit the cases of remission to extreme cases of hardship and that to zamindaris as a whole and not to individual tenants. A provision by which the District Collector or the Subdivisional Officer could be empowered, either *suo moto* on application by tenants, to inspect the village, say, before January in each fasli, to satisfy himself that the non-cultivation or unavailability of an average crop is due to causes beyond the control of the tenant or that the value thereof would not admit a reasonable margin to the tenant after paying the rent payable and to direct that so many annas in a rupee of rent shall be remitted—of course after hearing the objections of the zamindar—and the remission not to exceed the amount of half the beriz in excess of the peishkist—would be of some use. The Revenue officers who are generally men of large experience in such matters should be the final authorities in such matters and all attempts to litigate in civil courts in this matter should be strongly discountenanced.

(d) It is certainly most advantageous from the point of view of the zamindar and the ryot to have the rent fixed in cash once and for all subject to such remission of remission as may be necessary owing to extraordinary circumstances that might supervene.

(e) I think it is not proper that the Provincial Government should have any powers to revise or alter or reduce the rents by any executive fiats through their Revenue Settlement Officers. The fixing of a rent is a judicial matter that has to be done with utmost care, precision and fairness by a Judicial tribunal, though manned by officials of revenue experience. It should not be altered or revised except by such Judicial tribunals on proper grounds. Cases where remission of temporary nature, say for a year or two, may be necessary, should also be left to be determined by Judicial tribunals (District Collector or Revenue Divisional Officer) on proper, adequate and compelling grounds.

III. (a) The powers now given to the zamindars to collect rent are fairly adequate. But after the amending Act of 1934 great difficulty is felt by the zamindars in the matter of bringing to sale the holdings of defaulting ryots. The procedure has been made very much cumbersome, dilatory and costly. The insistence of payment of sale certificate charges by the purchaser or zamindar, of the publication of sale in the District Gazette and of the large number of notices that are required to be given by post at every stage, adds to the difficulty of bringing the sale a holding not to speak of the heavy charges that ultimately fall on the defaulting tenant who might be able to avert the sale at the last stage. The procedure may, with advantage be considerably simplified and rendered much less costly.

IV. (a) The tenant has an indisputable right to have the irrigation works maintained in a proper and efficient condition by the zamindar, but this does not mean that the tenant



is relieved of his liability to do customary kudimaramat of a recurring character to the spring channels and other special classes of irrigation works. This right to irrigation is appurtenant to his proprietary right in the cultivable wet lands for which purposes, the irrigation works must be deemed to have been dedicated even at the time of formation of the village. There could be no proprietorship of the irrigation works totally divorced from that of the lands. But the proprietorship of the tenant would ordinarily extend only to have his wet lands irrigated with customary and adequate supply and no more. The zamindari tenants cannot claim any larger rights than the ryotwari tenants. The result of conceding an exclusive proprietorship in the irrigation works to the zamindaris would be to deprive the zamindar of any right therein while throwing the obligation to maintain them on him. The right of the tenant in the irrigation sources is more of a proprietary than contractual both in origin and incidents.

(b) The landholder has no superior rights in the irrigation sources. His rights also are proprietary to the extent that he can insist upon the tenants using the water only for the purpose of maturing the crops on the lands in which he is entitled to melvaram interest. When the irrigation sources are abandoned and became in fact severed from the ayacut by reason of the lands being built upon or other causes, the question of proprietary right might arise, I think, the zamindar may be held to be the proprietor in that event, the dedication thereof for the irrigation of the ayacut having lapsed.

V. (a) I think it is absolutely essential to have all the zamindaris surveyed, a record of rights prepared, and maintained compulsorily. This will have the effect of rendering the rights of the zamindar and the tenant certain and definite and would render many a protracted and wasteful litigations unnecessary.

(b) The question of apportionment of cost would depend upon the circumstances of each case. Perhaps the zamindar and tenant might be made to bear it in moieties.

VI. The zamindars should not be made to demand any levies customary or otherwise from ryots in addition to rent. Of course the ryots have to pay the cesses (moiety) payable under the Local Boards Act.

VII. (a) I have dealt with this point already in answer to question No. I. To the tenants should be secured the right of grazing their cattle in the pasture ground of the village and in all the waste lands, provided, however, the latter class of lands are not put to cultivation purposes by the zamindar or his tenants. The tenants should be at liberty to collect green manure for their agricultural purposes—and strictly limited to that purpose only—from the trees and forest in the village poramboke—not being the private property of the zamindar in his capacity otherwise than as zamindar. They must also have facilities to cut twigs from the village poramboke trees for the purpose of making or repairing agricultural implements.

(b) No cost should be collected from the tenants for these purposes. But care must be taken to see that the tenants do not misuse these rights which should be strictly limited to bona fide domestic or agricultural purposes.

(c) Public paths, communal lands and hill and forest porambokes are the property of the zamindar as representative of the Government, but the tenants have a right of user over them for the purposes for which, the particular properties are dedicated from the hill and forest porambokes, the tenants may take twigs for making agricultural implements or may cut fuel for domestic use only. But the tenants can have and need claim no more rights therein or thereto.

VIII. The chapter relating to the maintenance of irrigation works in the Estates Land Act is defective in many particulars. For one thing, the section implies an obligation on the part of a zamindar to do a particular work and provide for the enforcement thereof by the District Collector in the case of a major irrigation work and by the Revenue Divisional Officer in the case of the minor irrigation work as the case may be. But in cases where the zamindar disputes his obligation to do a particular item of work it is very doubtful if the Collector or Revenue Divisional Officer has jurisdiction to adjudge on the question of liability. The law has to be rendered clear. The definition of major and minor work also is somewhat obscure. How to determine the ayacut? Is it the direct ayacut alone or does it include the ayacut of a reservoir fed by another irrigation work, say a spring or flood channel. The power to prepare estimates and have repair executed, of course after giving an opportunity to make the repair has not been frequently exercised as there is no co-operation among the tenants, in most cases and as the law requires a large majority of them to join in the application. A lesser body of tenants should be enabled to set the law in motion, making sufficient safeguards in the shape of security against frivolous and vexatious applications.



(b) The Provincial Government need have no powers reserved to them to do the repairs on default made by the zamindars. The existing law provides for the Collector recovering the cost of repairs as estimated and done by them from the zamindars. I think this answers the purpose.

(c) It is not necessary for the Government to exercise such powers *suo moto*. As suggested the restriction on the number of tenants that they make an application for repairs may be relaxed.

IX. No yearly jamabandi is necessary in respect of zamin arrears. But Collectors and Revenue Divisional Officers may be requested to keep themselves in close touch with the tenantry of zamindaris and their requirements. To do more would have the effect of lessening the good and desirable influence of the zamindars over their tenants, that they now have in many cases, and to introduce or encourage a spirit of distrust or animosity on the part of the tenantry towards the zamindars, which might lead to undesirable consequences.

X. It is true that there are a large class of farm labourers who have no definite legal status now and who form the cultivating tenants in most villages Government as well as zamindari. They are tenants at will of the pattadars. They can claim no interest in the soil and to recognize any fixity of tenure in their case would be to reduce the right of the ryots (pattadars) pro tanto. I do not think it is either possible or necessary to go on creating or recognizing sub-tenants as such a course would lead to a lot of confusion, uncertainty of title and discontent. The cultivating tenants are answerable only to the ryot or pattadar and can have no rights or liability as against the zamindar as neither a privity of contract nor one of estate exists as between them.

XI. (a) I am of opinion that a special Revenue Tribunal may usefully be constituted to hear appeals against all orders or acts of a District Collector or a Revenue Divisional Officer in matters relating to the zamindar and tenant. The Board of Revenue as at present constituted though manned by officers of considerable revenue experience and rare administrative ability does not find sufficient time to deal with the appeals in all their detail—just as a first appellate tribunal should ordinarily be expected to do.

(b) All cases arising under the Estates Land Act may profitably be left to be sued or decided upon by the Revenue Courts with a right of an appeal only to the Revenue Tribunal which decision shall be final. It does not conduce to the economic well being of the society to multiply appeals, as the chances of getting justice in the abstract, became rarer as the appellate tribunals are multiplied. Finality is more desirable and people must be made to settle down contented with what justice they could get in the first instance or at best at the hands of a first appellate tribunal.

XII. (a) The zamindar may evict a tenant from a place occupied by him unauthorisedly by means of an application made for the purpose before the Revenue Divisional Officer. Provision analogous to those of the Madras Land Encroachment Act may be made for the purpose. Preparation of record of rights for each village might considerably reduce complaints and unauthorized encroachments by tenants.

(b) The collection of jodi, poruppu, kattuguthakai, etc., from inamdars by zamindars may be made in the same manner as the rent payable by tenants. It would not work any hardship to enable the zamindars to collect these items also just as they collect rent from their tenants.

D. K. VARADACHARI.

Memorandum by Mr. O. Chengan Pillai, M.L.A., Vallur, Minjur P.O., dated 30th November 1937.

I. (a) The pattadar is the sole proprietor of the soil whether the zamindar or the tenant, whoever may be.

(b) The tenant has got interest in the land.

II. (a) The fair and equitable rent of a zamin land is Rs. 4-12-0 for the 1st sort per acre, Rs. 3-12-0 for the 2nd sort, Rs. 3-4-0 for the 3rd sort and Rs. 2-12-0 for the last sort of lands.

(b) The above fair rent is the right one to collect from the zamins. But the zamindar collects higher rent than the ryotwari system. Further, there are different sorts of soil in the land and the zamindar collects tax as a whole in the first sort even in the lands near canal side.

(c) There is no statutory provision at all in the zamindari system for remission of rent.

(d) Yes. Your Honour. I think it is an advisable one to settle the rate or share of rent for a particular area. When a question arises, it is better to leave it to the officer or court concerned.

(e) Yes. Your Honour. The Provincial Government should have reserve powers to revise or alter or reduce the rents wherever necessary through the Revenue Settlement Officers.

III. (a) Yes. Your Honour. Powers of collection of rent now given to landlords under the Madras Estates Land Act require revision.

(b) Vide answer II-a. The answer may kindly be solved in the committee by the Honourable Members.

(c) The zamindar has got sole power of holdings in the zamindari system and this may be transferred to the tenants in the zamindari lands as in the ryotwari system.

IV. (a) It is a contract of right given by the zamindari to the tenants about the water-supply inherently as being the zamindar's appurtenant of the lands.

(b) The zamindar has a superior right in the water-sources in the estates and he has got interest throughout his estate.

V. (a) Yes. Your Honour. All the estates should be surveyed and a record of rights must be maintained compulsorily.

(b) Vide answer II-a.

VI. The zamindar can demand any levies at times if necessary from the tenants in addition to the rent.

VII. (a) The tenants have no rights and privileges at all to utilize the local natural facilities such as grazing the cattle, collection of green manure or wood for agricultural purposes.

(b) There is no inherent rights at all to the tenants to use the poramboke trees for their domestic purposes, even if the tenants requested the zamindari. The zamindari auctioned the poramboke trees and collected money. The landlord demands extra money for their use.

(c) The zamindar has all the rights as regards the public paths communal roads and hill and poramboke.

VIII. (a) Civil Court has got rights for the purpose of maintaining irrigation sources and works.

(b) If the zamindari fails to undertake the responsibility to repair or maintenance of irrigation works, then the tenants has got right to vest their power to the Provincial Government to undertake it.

(c) Yes. Your Honour. The powers must be given to the Government, if on application by the tenants.

IX. Yes, Your Honour. The tenants in the zamindari system require necessarily the yearly jamabandi as in the case of ryotwari villages.

X. (1) The zamindar has got sole right to give patta to the under-tenants.

(2) The zamindar gets his whole power as one patta throughout his estates from the Provincial Government and divides into many as sub-tenants.

XI. (a) Yes. Your Honour. There should be constituted the Board of Revenue between the landlord and the tenants for the final appellate of the ryots.

(b) The action and proceedings between landlords and tenants should be tried in the special courts.

XII. (a) There are no reliefs and remedies for the tenants to which the zamindar is entitled in respect of unauthorized occupation of lands.

(b) Yes, Your Honour. All jodi, poruppa, kattubadi require revision from inamdars.

I have the honour to submit that the above answers are collected from the zamin lands of Attipattu, Vishur, Nappalayam and Edayanchavadi. The following gentlemen furnished the information before me.

M.R.Ry. Kompallee Seshayya Avargal.  
 „ Kuppanna Mudaliyar Avargal.  
 „ Subba Reddiyar Avargal.  
 „ Govinda Pillai Avargal.  
 „ Balu Mudaliyar.

The Hon'ble Revenue Minister is requested to send this reply to the members of the committee as I have no address of the Hon'ble Members in the committee.

O. CHENGAN PILLAI, M.L.A.

**An intimate study into the zamindari estates by M.R.Ry. Gadde Rangayya Naidu Garu, Member, Legislative Assembly, and Councillor, Corporation of Madras.**

The tyranny of zamindars in our country has been proverbial. It is a matter of common knowledge that zamindars are tyrants and terror to the villagers in general, and to the ryots and labourers in particular. The ryots and the labourers are generally very poor and most of them illiterate. The exorbitant amount of money which is collected from these poor men by the zamindars is not spent in the interest and welfare of the poor ryots, but, in most cases, utilised on personal comforts and luxuries of the zamindars. In short, the poor ryots in zamindari estates are treated much worse than dumb driven cattle and subjected to humiliations inconceivable.

I can claim to know intimately the most deplorable plight of the poor ryots and labourers in these estates, my family having been a zamindari ryot for the past six generations in Gampalagudam estate, Tiruvur taluk, Kistna district.

On my way from Calcutta after attending the All-India Congress Committee session in October last, I had the opportunity to tour in the Kistna district and I availed myself of the opportunity to visit many zamindari estates in the district with the sole intention of acquiring a more accurate knowledge of the condition of the ryots and labourers at present. I took special care to visit the Estates in the Tiruvur taluk, my ancestral place.

To quote a concrete incidences during this tour I must be specific about a particular estate. The Tiruvur taluk consists of about ninety villages. Excepting the Gampalagudam estate, the other estates are very small, proprietary and inamdari villages. This taluk is situated at the northern end of the Kistna district bordering on the Hyderabad State. It must be said that this taluk is backward in many directions and has not been keeping pace with the modern times. Most of the people are illiterate. One sad feature, however, is that (though this may not be new so far as vested interests are concerned) most of the zamindars do not allow the ryots to join the Congress Party or form themselves into an association. They are in short, practically shut out from the outside world and politics.

During the course of my tour, the ryots and labourers flocked round me and requested me in one voice to visit every village and to deliver lectures and educate the poor ryots on their liberties and rights, which have been denied to them for so long a time. I accordingly delivered lectures in four centres, which were well attended and dealt with a varied range of subjects concerning the ryots and labourers including the work of the Congress Party, the Prohibition scheme, the Agricultural Debt Relief Bill, which are fortunately engaging the serious attention of the Government today.

After attending the Kistna District Ryots' Conference held at Gannavaram on the 22nd and 23rd November 1937, I again, with some of the West Kistna District Congress leaders, toured round the district. With party I visited 'Chittela' a village in Gampalagudam estate on the 27th November. The ryots and labourers explained to us their difficulties and hardships and showed great inclination and enthusiasm to join the Congress and form ryots and labourers' association.

The zamindar of this estate, to be specific possesses, forests, waste lands, village tanks and burial grounds, in addition to which he owns 'kamatham' lands in every village of the estate. He has been in the habit of extracting forced free labour from the poor labourers and paying them unjustifiably low wages. The daily wages paid to the labourer by this zamindar to work in this field is a measure of paddy per man coolie and  $\frac{1}{2}$  measure for a woman, whereas the labourers get from the ryots three measures for a man coolie and two measures for a woman per day. Naturally therefore, the labourers wanted

and even insisted that the zamindar should enhance the rate, i.e., to pay wages in par with what they would get from the ryots. But the zamindar would not concede to this reasonable request.

The guardian of the Gampalagudam (minor) Zamindar, Mr. Kotagiri Jagannatha Rayanam Garu, came to the village and camped there for about three days. After we left the village on the 29th evening the cattle of the ryots and labourers returning from the fields after the day's work were taken by the zamindar's servants to his pillory pound for no fault. This must be done with the intention of breaking the unity and concord obtaining amongst the poor labourers and ryots. The owners of the cattle when they approached the guardian were it seems, threatened. "The Congress party has left the place, what are you going to do now? will they help you for ever? Unless you all give me a written agreement to serve for me for ever I will not release your cattle." The poor ryots and labourers actuated by a sense of fairplay and a realisation that their privileges and rights are wantonly and grossly violated, refused to yield to this harassment. And they sent for me on the same night when I was in my village, Mushtikutla, 3 miles from Chittela. But on my return on the 30th November I was surprised to see that the zamindar's guardian had released the cattle that morning unconditionally and left the village. The zamindar's guardian sent an agent to Chittela Rama Narasimham Garu, who promised to the labourers in my presence that they would never more be harassed and that they would be paid wages in part with what they get from the ryots of the villages. He also assured me that he is not against the ryots joining the Congress, or forming an association. This is the biggest zamindari estate in the taluk. After my two visits to Gampalagudam estate I have lost what little faith I had about this estate. The zamindar's adopted son Mr. Venkatakrishna Rao Garu is a staunch Congress man, who has courted imprisonment thrice during the civil disobedience days. Perhaps it was because that he did not like the tyrannical traditions built up around these zamindari estates that he handed over his estate to his minor sons and wife and kept himself aloof from the infection of this tyranny. The guardian is also one who is a sympathiser of the Congress and its ideals. It is therefore all the more surprising to me that in an estate under his management such humiliating state of affairs should be encouraged.

In my humble opinion, unless this zamindari system in our country is completely erased out of existence, there will be no salvation for the suffering ryots and labourers. I would therefore appeal to the zamindari Enquiry Committee constituted by the Government to see that this system, which has nourished tyranny and cruelty in its breast, is done away with, or in the alternative to pull out the venomous teeth from the zamindars, i.e., to deprive the zamindars of all such rights, which they have been misusing for a long time past.

For this purpose, forests, waste lands, village tanks and burial grounds should be taken away from the sole possession of zamindars and entrusting to the sole enjoyment of the villagers, as these lands were meant from time immemorial for the common use of the villagers. The 'kamatham' lands also should be taken away from the zamindars, by which weapon the ryots and labourers are harassed during plantation and harvest seasons. The work of collection of revenues should be taken up by the Government, who must disburse the revenue in the right way after making due deductions, for pesh-kash and collection charges.

By these alone can tyranny and outrage be stopped and the poor victims saved from the cruel clutches of selfish zamindars.

This method of reorganisation of the zamindari estates, as suggested above, may be misconstrued by some as bordering on a pucca Socialistic state of affairs. But I may tell such persons that after my somewhat exhaustive tour for the last two months, after studying this question stock and barrel, and seeing for myself the difficulties and hardships undergone by the poor ryots and labourers, I had to confess, a great change has come over me and I strongly feel that unless this question is satisfactorily tackled by the Government, the condition of the exploited ryots would become much worse.

G. RANGIAH NAIDU.

Memorandum by M.R.Ry. Rao Bahadur P. T. Srinivasachari Avargal, B.A., B.L.,  
Collector and District Magistrate (Retired), Triplicane, dated 19th November 1937.

I (a). I am inclined to think that the landholder and the ryot are co-owners and neither of them can claim to be the sole proprietor of the soil. The right of occupancy is vested in the ryot who subject to the payment of the stipulated rent can use the land in his holding in any manner which does not materially impair the value of the land or render it unfit for agricultural purposes. He can sell, sublet, mortgage or otherwise

transfer his land. He is also entitled to the minerals unless these were expressly reserved by the landholder. On the part of the landholder he is entitled to the stipulated rent. He has the power to reserve mineral rights when admitting a ryot into possession. He has also the power to eject a ryot who has so dealt with the land in his holding as to alter its character as agricultural land. I am aware that the reference to landholders as proprietors of land and the use of the words proprietary possession in the sanads and the Permanent Settlement Regulation XXV of 1802 have given rise to the view that the landholder is the sole proprietor of the soil. I think this is erroneous. From paragraph 37 at page 703, Volume II of the Fifth Report of the Select Committee on the affairs of the East India Company (Reprinted by Messrs. Higginbotham & Co.), it will be seen that the proprietary right of the zamindar is no more than the right to collect from the cultivator the rent which custom had established as the right of Government. The same view was expressed by Bakewell, J., in 29 M.L.J., page 389. He observes:— "the words 'proprietors of land' and 'proprietary possession' have a technical significance in the (Permanent Settlement) Regulation and 'proprietary possession' has been explained by their Lordships of the Privy Council to mean the possession and rights of a proprietor in the technical sense in which the word is used, viz., the person who pays rent immediately to Government (*Olagappa Chetti v. Arbuthnot*) I.L.R. I.A., page 306."

If further authority is required I would invite attention to the following statement at page 523, Volume I, Baden Powell's Land Revenue System in British India:—

"No one intended to make the zamindar an absolute owner of anything but to give him a certain estate in land and that limited by a due observance of the rights of subordinate holders and cultivators."

There is thus abundant authority in support of the view that the landholder and the ryot are co-owners of the land in the holding of the ryot. In this connection, I would invite attention to the serious disadvantages under which the ryot labours when he wants to work for minerals owned by him. If minerals are worked the land must necessarily become unfit for agricultural purposes and the ryot would then be liable to be ejected under section 151 of the Estates Land Act. I am unable to find any justification for such a drastic provision. If it is worth while for the ryot to retain the land for mining operations he will continue to pay the rent. Otherwise he will relinquish it in which case it is open to the landholder to claim damages under section 151. Either way the landholders' interests do not suffer and there is no need for the handicap that the existing law imposes on the ryot. This point may be considered when the Act is next taken up for amendment.

II. (a) and (b) In regard to the payment to be made for land in his holding an estate ryot is in the same position as a Government ryotwari ryot. What the former pays to his landholder is termed 'Rent' and what the latter pays to Government is termed 'Revenue.' When the zamindar was interposed between the state and the ryots, it was not intended that the zamindar could levy any amount that he pleased. On the contrary it was clearly the intention that only the rent which custom had established as the right of Government should be collected by the zamindar. Please see paragraph 37 at page 703 of the Fifth Report of the Select Committee. The rent on zamin land should therefore correspond to the assessment on similar ryotwari land. The principle to be followed in fixing the rate be it of rent or assessment, is that it should be so light as to leave a reasonable surplus to the ryot whether he—

- (i) sublet the land,
- (ii) cultivated it himself by employing hired labour, or
- (iii) as in the case of a peasant proprietor cultivated the land also doing the labour himself.

Therefore in calculating the net income of the ryot on which rent or assessment should be based allowance should be made for the cost of labour and other cultivation expenses, interest on stock and farmer's profits which should be sufficient for the subsistence of the farmer's family according to the standard of comfort prevailing in the class to which he belongs. The 'Rent' or 'Assessment' as the case may be should not exceed half the net income so arrived at. The existing ryotwari rates of assessment are found to be oppressive because the grain outturn which forms the main factor in classifying lands was not correctly calculated, sufficient allowance has not been made for the items mentioned above and the rates themselves have been periodically increased without regard to realities and the economic condition of the ryot. Even so these rates are on the whole much lighter than the rates prevailing in zamindari. Any attempt to revise ryotwari rates so as to equalize them and place them on equitable basis is bound to take time and relief to the Estate ryot who is groaning under a much heavier burden than his compeer cannot be deferred till

then. Immediate relief must be given to the Estate ryots by bringing down the rates of rent to the level of the ryotwari assessment on similar lands in the neighbouring Government Taluk. This would require legislation. General power may be taken to fix estate rents as suggested above so that whenever the ryotwari rates are revised those revised rates will automatically apply to Estate lands also. My suggestion that ryotwari rates should be adopted in the case of Estates would involve a classification of Estate lands but I am afraid this cannot be helped if they are to be assessed fairly and equitably. In fact there was a proposal some years ago to classify Estate lands but it was abandoned for financial reasons. The classification need not be scientific. A rough classification will serve the purpose.

While on this subject I would strongly urge that the practice of levying rent in kind be done away with and provision made for compulsory commutation of rent in kind into cash payment. For, in fairly well developed tracts a grain collection becomes intolerable and there is nothing to recommend it.

“ It is a source of never-ending dispute ; it is extremely difficult for the State officer to manage. It affords the maximum opportunity to the cultivator to pilfer and conceal on the one side, and to the officials and their satellites to peculate and extort on the other. Moreover when grain markets were well established and values rise the one party or other suffers ; a very slight accident may in reality double the assessment. The actual history of districts has shown that gradually, by the action of the people themselves grain rates invariably, if slowly, give way to cash rates.”

(Page 278, Volume I, Baden Powell's Land Revenue System in British India.)

In this connection I would invite attention to Sir G. S. Forbes' speech on 'commutation' in the Legislative Council when the Estate Land Bill was discussed.

Rent in kind whether it be by division of produce or in the shape of fixed grain rent is economically unsound. It is archaic and unsuited to the modern conditions and it is high time that it was abolished. The objection usually urged by landholders is that they require grain for their household and other purposes. The answer is that they can have the grain they require from their Pannai or private land and if the supply from this source is found insufficient they must make it up by purchasing in the open market. This is certainly preferable to perpetuating the most objectionable practice of levying rent in kind.

One other allied subject is whether Estate rents should be unalterable and fixed for ever or be liable to periodical revision. This will be dealt with in the answer to sub-clause (d) of the question.

(c) As I have already stated the position of a zamindari ryot is analogous to that of a Government ryot and consequently all the incidents that are attached to ryotwari holdings should apply also to Estates lands. Grant of remission is one such incident. Although in the case of ryotwari holdings grant of remission is theoretically considered to be an act of grace, it has come to stay as a permanent feature. Soon after the introduction of what is popularly known as "Montford" reforms an attempt was made to codify the principles of Land Revenue Settlement and in the draft bill that was then prepared, I believe, provision was made for the grant of remission. The Government remission rules which are embodied in the Board's Standing Orders are in my opinion generally adequate provided they are worked in a liberal spirit. They may be extended to Estate lands. There are, however, likely to be practical difficulties in working any remission rules in Estate without proper safeguards. The difficulties I refer to are mostly administrative due to the lack of a reliable agency which can be trusted to work the rules properly. In Government taluks we have a well-organized staff whose duty it is to make timely inspection of all remission cases. The karnam makes the first inspection and records his notes in the Adangal. These are checked by the Revenue Inspector and over-checked by the Tahsildar. The Revenue Divisional Officer also is expected to inspect a fair percentage of these cases. Ryots are required to submit applications before a prescribed date but no Tahsildar who is worth his salt would wait for these applications. He would plan his tours beforehand with reference to the seasonal conditions so as to enable him to visit almost all the affected villages in right time. In estates unfortunately the staff is not properly organized. Their officers are not only ill-paid but also irregularly paid and most of them are corrupt. There is little or no supervision over their work. Even in Government taluks the remission rules are sometimes not worked in the spirit in which they ought to be. Cases are not infrequent where a Tahsildar records a crop that is almost completely lost as a four-anna or six-anna crop with a view to avoid the grant of remission lest he might be taken to task by higher authorities for a fall in the Revenue demand of his taluk or put down for a weak officer. While so what can be expected from the Estate Officials whose retention in the Estate Service is contingent on their not incurring the displeasure of their masters. If,

therefore, remission rules are to work in Estates at least as well as they do in Government areas provision should be made for the employment of a reliable agency to do the inspection work and pass correct orders in remission cases. Possibly the Government staff may be deputed for this purpose their cost during the period of such employment being borne by the Zamindar. Some such safeguard seems necessary or otherwise the remission rules are likely to be reduced to a dead letter. I consider that statutory provision for remission of rent on the principles and with the safeguards suggested above is necessary. Also in fairness to the landholder it should be provided that whenever remission of rent is granted the landholder would be entitled to a proportionate reduction of his peshkush.

(d) I am for fixing the rates of rent on Estate lands once for all. From my answer to clauses (a) and (b) supra it might be seen that in my opinion Estate lands should be classified and assessed like Government ryotwari lands. The rates in both cases should ordinarily be permanent and not liable to periodical revision. That such was the intention in the case of Government lands at the time of the introduction of the ryotwari settlement is clear from G.O. No. 241, dated 8th February 1862, Secretary of States' despatch, dated 9th July 1862 and Board's Proceedings No. 6369, dated 8th September 1868. Subsequently, however, periodical revision was introduced in utter disregard of the earlier declarations and pledges and the Board had to resort to special pleading to justify the change of policy. Please see Board's Proceedings printed in the Land Revenue Policy of Government of India issued during the Viceroyalty of Lord Curzon. Whitehall was mainly responsible for this change of front. In his despatch of 1862 the Secretary of State had sent out orders directing that a full, fair and equitable assessment must be imposed on all lands under a temporary settlement and that wherever this had been done a permanent settlement might be made. But when the Board recommended permanent settlement with the right to alter the water-rates on irrigated lands according to circumstances, the Secretary of State vetoed the Board's proposals owing to the rise in the price of food produce and the agitation which was started in England for the appropriation for national purposes of the unearned increment in the rent value of land. The intention of the present Government as I gather seems to be to fix the rates permanently and do away with periodical re-settlements. The same policy should apply to Estate lands also. In fact according to the interpretation of eminent authorities the principles underlying zamindari settlement contemplated this. In paragraph 37 of his report at page 703 of Volume II of the Fifth Report of the Select Committee (Reprinted by Messrs. Higginbothams & Co.), Mr. Hodgson after pointing out that the proprietary right of zamindars is no more than the right to collect from the cultivators that rent which custom has established as the right of Government observes as follows :—

“The benefit arising from this right is confined first to an extension of the amount, not of the rate of the customary rent (but) by an increase of cultivation; secondly to a profit in dealings in grain when the rent may be rendered in kind; thirdly to a change from an inferior to a superior kind of culture arising out of a mutual understanding of their interest between the cultivator and the proprietor.”

(e) For the purpose of settling the fieldwar rent in estates, I would follow the procedure obtaining in the ryotwari areas. A Special Officer of Government may be deputed to fix the rates. He should prepare a preliminary report and publish a summary of it and invite criticisms. On receipt of objections, if any, he should submit his final report to Government for orders through the Collector of the district and the Board of Revenue. As the rates will be the same as those obtaining on similar ryotwari lands in neighbouring Government taluks, objections from the parties interested will be confined to the classification adopted for fixing the rates. In this respect the Special Officer's report should be full and complete to enable Government to deal with the objection adequately. The orders of Government must be final and not liable to be challenged in a Court of Law. This generally is the procedure I would suggest. Details may be worked out later if the general principles are approved. The above proposals would necessitate compulsory survey and preparation of a record of rights a subject dealt with in question V infra.

III. (a) & (b) Under section 77 of the Estates Land Act a landholder may recover arrears of rent by suit before the Collector, by distraint and sale of movable property or by sale of ryots' holding. The exchange of patta and muchilika is a condition precedent to the exercise of the last two powers just above mentioned (section 77-A). Suit for arrears of rent must be filed within three years of the date on which rent became due. Where the suit has been decreed all previous proceedings for distraint of movables or sale of holding must be stopped (section 77-E). This section by implication seems to lead to the anomalous position that where the suit has been dismissed the landholder might proceed with the distraint and sale which is absurd. Of course this could not have been



the intention of the Legislature and the section seems to have been not happily worded. Apart from this, I am unable to see the need for giving the landholder the right of suit. In Government villages proceedings are taken against the movable and immovable properties of the defaulter and any amount remaining unrealized after their sale is eventually written off as irrecoverable. This procedure should I think be adopted in estates also with a few modifications which I will indicate later.

As a result of the landholder possessing the right to sue what invariably happens in estates is the landholder after obtaining a decree brings to sale all the movable and immovable properties of the judgment debtor and for the balance due seeks to deprive the debtor of his subsequent acquisitions by keeping the decree alive for the statutory period of 12 years and thus reduces him to an abject state of penury. Not content with this the landholder even goes to the length of obtaining a warrant for the personal arrest of the defaulter in the expectation that some well-to-do relation or friend of his would settle the dues and obtain his release. In my opinion this right of suit is the worst feature of the existing law. On the one hand it makes the landholder apathetic and lethargic and on the other it saddles the ryot with exorbitant costs and reduces him to a deplorable condition. If the landholder takes prompt steps for the realization of his rent by the summary remedies allowed by law there should be no necessity for him to resort to a suit. If even after the sale of the defaulter's movable property and holding there is still a balance of rent left the irresistible conclusion is that the holding is rack-rented and in such cases it is but reasonable that the unrealised amount should be written off. I would therefore bar suits and confine the landholders' remedy to sale of movable property including of course the produce of the holding on which arrears have accrued and to the sale of the holding itself. No other movable property of the defaulter should be liable. Even as regards distraint I was at first inclined to restrict it to the produce of the holding on which rent has fallen in arrears but on further consideration I have thought it desirable to let the existing provision stand firstly because it might sometimes be difficult to follow the produce where it has left the field or threshing floor and secondly because the ryot himself would prefer to have his other movable property also distrained before the holding to which he is so tenaciously attached and which he regards as a valuable possession is touched. If, as suggested above, the landholder's remedy is confined to distraint and sale of the defaulters' movable property and the sale of the holding on which rent is due any amount remaining unrealized after these processes have been exhausted must necessarily be written off and can never after be recovered because under section 77-D distraint can be only for rent which has accrued due within the 12 months preceding the demand and under section 112 notice of the intention to sell a holding must be delivered to the Collector within one year from the end of the revenue year for which the arrear is due. However when the Act is next amended it may be made clear that any amount outstanding after the movable property of the defaulter and the holding on which the rent was due have been sold shall be written off and never after be recoverable. Of course this does not preclude the landholder from recovering such amount as premium under section 25 when after purchasing the land himself under section 120-A (2) he admits a ryot into possession thereof. One other matter requiring consideration is whether there should be an exchange of patta and muchilika before a landholder can resort to the summary remedy for recovering rent. Section 77-A of the Estates Land Act lays down that a landholder cannot proceed against the movable property or the holding of the defaulter unless he shall have exchanged a patta and muchilika with him or tendered him such a patta as he was bound to accept or unless a valid patta or muchilika continues in force. I think there is no object in insisting on the conditions so far as the holding on which rent is due and the produce thereon are concerned because rent being a first charge on them they are always liable whosoever be the registered holder, the actual owner or person in possession thereof. The condition may therefore be dispensed with except where the landholder seeks to distrain movable property other than the produce of the holding on which rent is due. This relaxation of the provision in section 77-A seems desirable also in view of my proposal to bar suits for recovery of rent.

(c) The rules regarding the distraint and sale of movables are simple enough. The procedure prescribed for the sale of the holding is rather elaborate but this cannot be helped having regard to the fact that the ryot holds his land dear. I would however make it clear that the demand under section 78 and the notice under section 112 should include all the instalments that have become due up to the date of demand or notice as the case may be. And in the disposal of the surplus proceeds of the sale of movables (section 106) I would provide that any rent due between the date of demand and the date of sale be paid to the landholder unless it is disputed by the ryot in which case his objection shall be dealt with as an application and disposed of by the Collector after such enquiry as he may deem fit. Similar provision is contained in section 127 (2) (c) in regard to the surplus



sale-proceeds of a holding except that the dispute in this case is required to be registered as a suit. Here also the objection may be dealt with as an application instead of as a suit. It seems hardly worth while to treat it as a suit.

IV. (a) & (b) The nature of the rights of ryotwari ryots to irrigate their lands from Government works has been the subject of legal decisions in a few cases.

In *Kistna Ayyar v. Venkatachala Mudali*, 7, M.H.C.R., page 60, Innes J., was of opinion that having regard to the relations between Government and their ryots there could be on question of easement and that the right to a supply of water which a ryot occupying wet lands enjoys should be placed on the footing of contract. This view was accepted in I.L.R. 24, Madras, page 36. In I.L.R. 31, Madras, page 171, however, the High Court refrained from giving a definite ruling on the point because they did not consider it necessary for the purpose of the case before them to decide it. In connection with the right of Government to introduce their water into irrigation works in proprietary estates without obtaining the consent of the proprietor the late Mr. Powell when he was Government Pleader gave the following opinion :—

“Now that it has been held by the High Court that a Zamindar and his tenants are co-owners, I cannot see how a Zamindar can object to water being brought upon his lands if his tenants wish for it and are prepared to pay for it. The tenants are entitled to cultivate the land in such a manner as to make it more remunerative provided they do not alter its character as agricultural land. In doing so they would certainly be entitled to bring cart-loads of manure upon the land. It seems to me they are equally entitled to bring water upon it and irrigate it. Whether they can store it in the Zamindari tanks is a mere question of decree.”

It is an admitted fact that the holders of wet lands possess the right to a supply of water from the irrigation work of which the lands form the ayacut. This right to irrigation runs with the land and can be exercised by anyone who becomes the owner of the land. In this sense it is appurtenant to the land. In another sense it is contractual because the landholder is bound to maintain the irrigation works in his estate in a state of repair and the ryots can insist upon this. The ayacutdars can also object to the landholders' increasing the wet ayacut by bringing in additional land if the requirements of the existing ayacut are likely to suffer thereby. The landholder must therefore obtain the ryots' consent unless he can establish that the supply is more than sufficient for the reasonable requirements of the existing ayacut, that the excess is running to waste and that the ryots are withholding their consent wilfully and without sufficient cause. The Zamindars and the ayacut ryots are jointly interested in the irrigation work. While the Zamindar is bound to maintain it the ryots also are bound to perform kudimaramat for its up-keep. The fact that subsidiary rights such as fishery, etc., are exercised by one party or the other does not affect the question. In some cases the Zamindar enjoys fishery and such other rights and in others these rights are enjoyed by the ryots themselves. This is a matter depending entirely on local usage or custom.

I have so far dealt with irrigation works. As regards natural sources such as rivers, streams, etc., it was at one time thought that they were not included in the grant of the Estate and therefore the Government and not the Zamindar was the owner thereof, e.g., in the case reported in 29 M.L.J., page 389 Oldfield J. observes that the rule that Crown grants should be constrained beneficially to Government applies to permanent settlement sanads; that neither the sanad nor the conduct of Government officials justifies the view that the ownership of water in natural stream which adjoin zamindaries was granted to the Zamindars; and that there is no evidence of anything approaching a plenary grant of rivers and the one statement regarding irrigation works in the instructions to Collectors refers only to tanks and water-courses appurtenant to them and not to rivers. The same view was expressed by Bakewell J. Later decisions however have recognized ownership based on riparian rights. It is now settled law that as between Government and landholder, the landholder is the owner of rivers, etc., both banks of which are situated in his estate and in respect of rivers only one bank of which is situated in the estate his ownership extends up to the midstream. (In passing I may observe that these decisions have placed Government in a very inconvenient position and have rendered it impossible for them to utilize the natural water courses for the best interests of the country I am glad that another Committee appointed by the present Government have recommended the enactment of an irrigation law and in that connexion have referred to the Bill of 1924 which was thrown out by the Justice Party. I may claim to be the author of that ill-fated Bill and when the present Government take up the question I hope I shall have an occasion to say more on the subject.) These rights are conceded to the landholder as representing the body of

ryot—Vide the observations of Abdur Rahim J. in 33 M.L.J., page 415. In I.L.R. 7, Bombay, page 209, it has been held that the right to the enjoyment of the water of a river belongs to the occupant of the river bank whatever may be the nature of his tenancy. Apart from these legal pronouncements the instructions to Collectors issued at the time of the introduction of the permanent settlement are clear that the intention of the Government was that the resources of the Estates should be developed and utilized for the benefit of the ryots of the Estate. This is an obligation cast upon the landholders and if the landholder owing to lack of means or other cause is unable to take advantage of the resources of the Estate the ryot must naturally look to the Government to step in.

V. (a) & (b) I have anticipated this question in my answer to question II. For the reason therein given I am of opinion that estates *should be surveyed and a record of rights prepared compulsorily*. The apportionment of cost incurred on account of these proceedings is governed by section 180 of the Estates Land Act. For the purpose of fixing the proportion of cost to be borne by the parties interested lands in an estate may be divided into (a) occupied and (b) unoccupied, the latter including waste lands, hills, forests and such others; occupied lands should be further divided into (i) lands in which the right of occupancy exists including minor inams whether of pre-settlement or post-settlement origin and (ii) lands in which no such right exists such as Pannai lands and lands in the possession of trespasser, etc. Item (i) above should be further subdivided into Irrigated and Unirrigated. This further subdivision is necessary because the record of irrigation rights involves extra trouble and expenditure. The cost incurred on account of waste lands, hills, forests, etc., and lands in which no occupancy right exists should be borne wholly by the landholder and in regard to other lands he should bear a moiety of the cost, the other moiety being borne by the ryots and inamdars concerned. In distributing this moiety, the portion relating to irrigated lands should be separated from that relating to unirrigated lands and the portion of each of these two groups should be distributed among the holders of land comprising it in proportion to the extent of land held by each of them.

Any contribution made in the shape of providing labour, etc., should be set off against the amount due from the person or persons who made the contribution.

VI. My answer to this question is an emphatic negative. In the minute of the Governor-General, dated 3rd February 1790, it is distinctly stated that the Zamindars neither now nor ever could possess a right to impose taxes or cobwebs upon the ryots; that no Zamindar can have the right to impose new taxes on the land in cultivation; and that the rent of an estate can only be raised by inducing the ryot to cultivate the more valuable articles of produce and to clear the extensive tracts of waste land which are to be found in almost every Zamindari—pages 615 and 616, Volume I, Fifth Report of the Select Committee. The Estates Land Act also prohibits the levy by landholder of any amount in addition to the rent lawfully payable (sections 135 and 136) and section 3 (11) defines 'Rent' as whatever is legally payable in money or in kind or in both for the use and occupation of land for agricultural purposes. I know that taking shelter under the words "lawfully payable" some landholders have been levying extra fees on the plea of custom or usage. These levies have gained the sanction of custom because ryots failed owing to some reason or other to challenge and resist them when they were first imposed. The following extract from page 421, Volume I of Baden Powell's Land Revenue System in British India states the position correctly:—

"The good intentions of the Government as to freeing the ryots from liability to vexatious cesses imposed by the Zamindars for their own benefit were never carried out at least fully. Even at the present day such cesses are paid by the ryots partly under the inexorable bond of custom and partly from a sense of helplessness. For, though the authorities would at once decide against the exaction, still the Zamindar could always either conceal the fact or colour it in some way or make things so unpleasant for the ryot that he would rather pay and hold his tongue."

Such illegal cesses as are incidental to the system of payment of rent in kind will automatically disappear if my suggestion that rent in kind be compulsorily converted into cash payment is approved.

VII. (a) & (b) Regarding the rights referred to in clauses (a) and (b) the practice in estates is by no means uniform and even in the same estate it varies in different localities. In some estates ryots are required to pay a fee while in others they enjoy these rights free. The origin of the free exercise of the rights may be traced to village systems which obtained even in permanent estates and under which the body of ryots belonging to a village or group of villages enjoyed the waste lands in common. This system continued until disruption set in owing to feuds and factions among the villagers. As village system became extinct the

landholders lost no time in arrogating to themselves the right of village committees. Some benevolent landholders, however, continued to the ryots their old privileges at least in part if not in full while others refused to recognize them on the ground that they (the proprietors) were the sole owners of all waste lands which were included in the grant. Evidently they ignored the fact that waste lands were included in the grant with the avowed object that they should be developed and devoted for the benefit of the ryot population and that permanent settlement was never intended to override or abrogate the customary rights of ryots. In this connexion I would invite attention to Regulation IV of 1822 which declares that the provisions of the Permanent Settlement Regulation XXV of 1802 were not meant to affect the rights of landholders and tenants but merely to point out how tenants might be proceeded against for rent "leaving them to recover their rights if infringed with full costs and damages in the established Courts of Justice." If the ryots failed to recover rights encroached upon by the landholders, it was due to their helplessness against the powerful landholder. There have also been cases where the arbitrary interference of the landholder with the grazing rights of ryots led to serious riots. Good husbandry requires that the ryots should possess all the facilities referred to in the question and also enjoy the privilege of quarrying for stone, earth, gravel and sand for bona fide domestic and agricultural purposes free. Ryotwari ryots are generally allowed these facilities in respect of unreserved lands at the disposal of Government while in the case of reserved lands a fee is sometimes levied. The object of levying a fee is to enable Government to exercise control and prevent indiscriminate felling, digging, etc.

For these reasons I strongly advocate legislation conceding to ryots in estates the privileges mentioned above and providing necessary safeguards for the prevention of a possible abuse of the privileges and for securing an efficient control over their exercise.

(c) This clause refers to (i) paths and communal lands and (ii) hills and forests.

Regarding hills and forests the right of the ryot is ordinarily confined to grazing cattle, etc., and this has been dealt with under clauses (a) and (b). On the part of the landholder it is his duty for the conservation of rivers and other water sources in his estate to protect the hills and forests from denudation and destruction by fire or other causes. For this purpose he can invoke the provisions of Chapter IV of the Forest Act V of 1882.

As regards paths and communal lands the rule is they must be used for the purposes for which they were set apart and neither the landholder nor the ryot can do anything which will have the effect of rendering them less useful, for the purpose for which they were originally intended or of diverting them for a different purpose. I think that the existing provisions (sections 20 to 22 of the Estates Land Act) are quite adequate for ensuring the preservation of these lands for their original purpose and that the method of disposal prescribed therein where these lands are not required for such purpose or for any other communal purpose is reasonable.

VIII. (b) (c) The worst feature of a large majority of estates is the deplorable condition to which irrigation works situated in them have been reduced owing to the long and continued neglect of the landholders to repair them. In some estates the conditions of these works is so bad that it would be a misnomer to talk of them 'repair,' the correct term being 'restoration.' The fact that ryots have calmly submitted to this intolerable state of things for so long speaks volumes of their philosophic turn of mind if not their helplessness and it is high time that Government took the matter into their hands and adopted drastic measures to set things right. To this end I make the following suggestions:—

(i) In the case of irrigation works which are in a dilapidated condition heavy initial outlay would be required to put them in order and it may not be possible for the landholder to find the requisite funds all at once. The work may be spread over a reasonable period and in preparing the programme the works may be taken up in the order of their importance. Government should have power to employ their own staff for the work and recover the cost thereof from the landholder.

(ii) For ordinary regular maintenance a rough and ready rule would be to require the landholder to spend on each irrigation work at least once in five years an amount equal to say one year's rental on the land forming its ayacut. Under this proposal he should set apart every year one-fifth of the rent on irrigated lands in his estate. This amount may be constituted into a separate fund designated 'Irrigated fund' and deposited in such bank as Government may prescribe. It should not be drawn upon except for the repairs of irrigation works and diversion of the fund to a different purpose should be penalized.

(iii) For the repair of damage caused to irrigation works by sudden and unforeseen calamities the landholder should forthwith provide special funds.

(iv) Where the landholder fails or neglects to maintain an irrigation work, Government may at the instance of the persons interested or *suo motu* do the work themselves and recover the cost from the landholder as an arrear of land revenue.

(v) For a satisfactory working of any rules that may be laid down to ensure the proper maintenance of irrigation works it is necessary that Government should be in possession of correct information regarding the condition of these works from time to time. For this purpose every landholder may be required to maintain a list of irrigation works in his estate villagewar showing against each of them its ayacut, the rental thereon, its condition, when it was last repaired and at what cost. An additional column may be opened for noting any repair done subsequent to the preparation of the list and any change in the condition of the work, etc. Every Government Tahsildar, Revenue Divisional Officer and District Collector having jurisdiction over the villages in the estate should be furnished with a copy of the list or an extract thereof relating to the villages in their respective charge. In bigger estates it would be advantageous to have the lists printed. In the course of their tours Tahsildars and Revenue Divisional Officers should be required to inspect as many irrigation works as possible and record notes of their inspection. The Tahsildar should submit a copy of his notes to the Divisional Officer and copies of all notes whether made by the Tahsildar or the Divisional Officer should be submitted to the District Collector. The Divisional Officer and where the matter exceeds his power, the District Collector shall take the necessary action with reference to the notes of inspection, the Government being addressed where necessary. Local Congress Committees can render useful service by keeping the Divisional Officer and the District Collector informed of the condition of irrigation works in localities where their work takes them. If my suggestions contained in items (i) to (v) above are approved legislation may be undertaken embodying them except those that can be given effect to by means of executive instructions.

IX. My answer to this question is in the negative.

'Jamabandi' means fixing of demand. In the case of estates, it is the concern of the landholders not Government to make arrangements for the settlement of their annual demand. Government officers may, however, be required to assemble estate ryots in convenient centres at frequent intervals and confer with them on estate matters. This will establish closer touch between Government and the ryots and if the local Congress Committees also co-operate much useful work can be done in this direction.

X. (1) & (2) I regret I am unable to make out the exact purpose of the question. I presume the intention of the Committee is to find out whether any legislation is necessary to safeguard the interests of sub-tenants. Lands in estates being rack-rented, I believe that sub-tenancy does not and cannot exist on a very large scale. Subletting is mostly confined to cases where the pattadar unavoidably happens to be an absentee. Even here the pattadar invariably leaves a relation or an agent of his in charge of his lands to carry on direct cultivation. In fact with the large capital outlay invested in the purchase of these lands and with the heavy rent they bear it would not pay an absentee pattadar to sublet his lands. I would therefore consider that at present there can be no pressing need for any legislation. If and when the rents in estates are brought down to the level of Government ryotwari rates there is a likelihood of the practice of subletting spreading and it may then become necessary for Government to undertake legislation for conferring on sub-tenants some tangible rights instead of their being allowed to be treated as mere tenants-at-will. As actual tillers of the soil they are entitled to be given a legal status. But any attempt at legislation in this matter must be preceded by a careful enquiry into the various kinds of sub-tenancy, that are in existence, the extent to which they prevail and the condition of sub-tenants, etc., to enable Government to decide what measures should be adopted for the protection of the interest of this class of agriculturists and the amelioration of their condition.

There is one matter, however, concerning the pattadar and his sub-tenant which calls for immediate attention. Where a sub-tenant makes default in the payment of rent to his pattadar the latter cannot take proceedings under section 134 of the Estates Land Act as I understand it. His remedy is by a civil suit which is good neither to him nor to the sub-tenant. I think the section may be amended so as to empower a pattadar to recover the rent due to him from his sub-tenant by distraint and sale of the latter's movable property, provided the pattadar has taken a written agreement from him specifying the rent to be paid. This will place him on a par with the ryotwari ryot.

XI. (a) & (b) I would request the Committee to consider the larger question whether the continuance of the Board of Revenue is at all necessary. When the Board was first constituted it was invested with revenue and judicial functions. With the advent of regular civil courts Board was relieved of judicial functions and its powers were confined to the

executive administration of revenue (please see the preamble to Regulation I of 1803). Since then however the Board's powers have been enlarged in various directions by legal enactments and by delegation to that body of some of the powers vested in Government. But for these additions the Board would have had little or no work.

At one time the Board had an effective voice in the shaping of policy but with the advent of party Government this has become impossible. The policy is now laid down by the party in power and it is the duty of the Board and District officers to carry out that policy.

Whatever justification there might have been for constituting the Board in the beginning of the 19th century when conditions political and administrative were unsettled and Indians were treated with a certain amount of distrust, it has long ceased to exist and the time has come for Government to consider whether the Board may not be abolished in the altered circumstances of this Province. If Government are inclined to take up this question in the near future it is hardly worthwhile to tinker with the provisions in the Estates Land Act. In my opinion the correct method would be to examine all the enactments at the same time, make a list of the powers which the Board possesses under them and consider what other suitable and less costly agency or agencies may be employed for the exercise of those powers. It would then be possible to combine in one and the same agency powers exercised under two or more enactments and thus avoid multiplicity of such agencies. If, on the other hand, the enactments are taken up piece-meal a separate agency may have to be set up for each of them which would be needlessly costly and complicated. I would therefore suggest that for the present the provision in the Estates Land Act dealing with the Board of Revenue be left alone.

(b) At one time, I think this was in the year 1913, landholders strongly urged the ousting of the jurisdiction of revenue courts and vesting it in civil courts. Apparently wiser counsels have prevailed since for, we find that in the recent amendments which were enacted when landholders were the leaders of the party in power, the powers of Collectors have been enlarged instead of being curtailed. I consider that the Revenue Court is the best forum for the adjudication of disputes between the landholder and ryot. Litigation in civil courts is expensive and the methods adopted there are dilatory while both civil courts and special tribunals lack the advantages of the Revenue Officers who are in close touch with estates and have a first-hand knowledge of the conditions obtaining in them. It is my belief that neither the zamindar nor the ryot would welcome a change of the forum from the Revenue Court to any other.

XII. (a) & (b) Unauthorized occupation of tank beds, etc., and of lands set apart for communal purposes is dealt with in sections 21 and 22 of the Estates Land Act. I think these provisions are adequate. As regards unauthorized occupation of ryoti land the position is as follows: If the landholder receives rent under section 163 and does not file a suit for ejectment within two years from the date of receipt of payment he shall be deemed to have admitted the encroacher into possession—Vide section 6 (1), Explanation (3).

If no such payment is received the landholder has 12 years from the date of occupation within which he can file a suit for ejectment—Vide section 163-A. I consider 12 years too long a period. The occupier may have entered on the land bona fide and also made valuable improvements. In such a case it would be hard upon him if the landholder after sitting quiet for 12 years could pounce upon him with a notice of ejectment. I think a uniform provision that suit for ejectment should be brought within *three* years of the date of commencement of occupation whether landholder has received any payment under section 163 or not would be fair to both parties. In order that the occupier may not be put on a wrong scent by the landholder accepting payment it should be enacted that where the landholder has no intention of admitting the occupier in possession he should at the time of receiving payment give intimation thereof to the occupier.

If a suit for ejectment is not filed within three years from the date of occupation, the landholder shall be deemed to have admitted the occupier into possession.

Suits for ejecting trespassers now lie in civil courts. I think they may be made triable by Revenue Courts.

#### *General.*

More than a century and a third have elapsed since the permanent settlement was introduced in this province and it will be interesting to examine how the system has worked and whether it has proved a success at least partially or has entirely failed. Such a review will be useful to the Committee for the purpose of deciding what action should be taken in regard to the zamindaris apart from amending the Estates Land Act.

2. The object of permanent settlement was two-fold, namely, economic and political. On the economic side it was considered that the measure would result in the emancipation of the cultivators of the soil from the severity and oppression of the farmers and other officials necessarily employed to collect public dues, that where these dues were liable to frequent and arbitrary variation it involved the happiness of the cultivators of the soil who could not expect moderation or encouragement from their landlords who were themselves exposed to indefinite demand. It was expected that with the introduction of permanent settlement trade would improve by increased production and that the industrious and prudent landholder sensible of the advantages placed within his power would improve his estate to the highest possible limits. Please see page 319, etc., of Volume II of the Fifth Report of the Select Committee.

On the political side it was thought that in the event of a foreign invasion it was a matter of importance that the landholder should be attached to Government from motives of self-interest. A landholder who was secured in the quiet enjoyment of a profitable estate could have no motive for wishing for a change. On the contrary if the rent of his lands was raised in proportion to their improvement or if he was threatened with confiscation of property or imprisonment for default of payment of assessment which his lands were unable to pay he would readily listen to any offers which were likely to bring about a change that could not place him in a worse position but which held out to him hopes of better. It was further considered that without permanent settlement internal Government would never take that form which alone could lead to the establishment of good laws and ensure a good administration of them. Please see pages 624 and 625 of Volume I of the Fifth Report of the Select Committee (Higginbotham's Reprint).

Let us see how far these expectations have actually been realized.

3. Taking the economic aspect first it is painful to have to observe that neither the landholder nor the ryot has prospered under the permanent settlement. Not long after its introduction the system was found to have worked badly. The administration was defective. The zamindars left everything to their agents whose sole object was to keep the zamindars in ignorance and extort as much as possible for themselves. The consequence was universal failure of the estates and heavy arrears of revenue. As the estates became liable to be sold, permanent settlement was done away with and eventually replaced by ryotwari settlement. Please see page 136, Volume III, Baden Powell's Land Revenue System in British India.

In the estates which have survived this process of disintegration we find that the original expectations that permanent settlement would help in the economic development of the country and tend to administrative improvement have been completely shattered. The zamindars as a class did nothing for their tenants but rack-rented them. They made no improvements and failed to augment general revenues. Please see page 290, Baden Powell's Volume I.

The present position is still worse. By their imprudent ways of living and wasteful expenditure most of the landholders have run into heavy debts external as well as internal. Their administration has become so bad that they are unable to pay even the peshkash on the due dates. A major portion of their income after meeting Government demand is appropriated for their personal benefit with the result that the staff miserably paid as it is not regularly paid, irrigation works are starved and the poor ryots are oppressed. The landholders have so grossly neglected their obligations to the ryots that I have yet to see an estate where their mutual relations are not strained. The entry of landholders into public life has not only resulted in an utter neglect of their estate affairs but also worsened the relations between them and their ryots. Leaving their own special constituencies they stand as candidates for the general constituencies and expect their ryots to vote with them in the elections to legislatures and local bodies. Those that vote for or with the landholder are classed as friends and the rest as foes. The so-called friends enjoy all sorts of liberties with their landholder while the so-called foes are oppressed in every possible way, the idea being that by so doing the foes will be reduced to an object state of poverty, become submissive and learn to behave better. I think that Government will be conferring a boon on the ryots if they have the election rules amended so as to debar landholders from standing as candidates for the general constituencies of legislatures or to local bodies.

4. From the political point of view also permanent settlement has been a sad disappointment. In the beginning of the 19th century when political conditions were unsettled and internal Government had yet to be established on a sound basis Lord Cornwallis might have been justified in pinning his faith on permanent settlement as a system that would tend to administrative improvement. But it is doubtful whether in fact the landholders ever made any special contribution towards the establishment of peace and order

and the improvement of external relations. On the contrary there is evidence that many poligars rebelled and it was with great difficulty and at considerable expense that Government were able to suppress them. At any rate as we now find them, landholders with rare exceptions have by their actions reduced themselves to such a position that they can command neither man nor money to help Government should the need for such help ever arise, because they possess no influence with their ryots and their finances are crippled.

5. Viewed from either point political or administrative permanent settlement has ceased to serve any useful purpose. On the other hand it has become a source of intolerable burden to the ryot and of trouble and loss to Government. Many estates had gone to pieces and others would have followed suit but for the Impartible Estates Act. Notwithstanding the good intentions of its authors this Act has done more harm than good. I would therefore recommend its repeal and replacement by an enactment declaring all estates partible and alienable notwithstanding any custom or decision of a civil court to the contrary. My object is to let these estates die a natural death. I would have recommended the scrapping of the permanent settlement straightaway but for the complicated legislative procedure it involves under the present constitutional Act and the instrument of instructions.

P. T. SREENIVASACHARY.

**Memorandum by Mr. Munuswami Ayyar Avargal, No. 125, Inam Chittalapakkam, Cheyyar taluk, North Arcot district, dated 8th December 1937.**

I. (a) The tenant is the proprietor of the soil; or he has the kudivaram rights.

(b) The zamindar has only the right to collect the rent; that is, he has got only the melvaram right.

II. (a) Whatever the number of crops that may be raised on a cawnie of wet land, the rate of rent should not be anything more than seven rupees per year; and it should not be more than one rupee per cawnie of dry land.

(b) Cultivation expenses per cawnie covering the harvest cost will come to not less than Rs. 45; if the yield be a bumper one, the cost of the yield will be Rs. 60 (Rs. 2 per kalam) making the yield per cawnie wet to be 30 kalams for the first crop; the cost of straw will be about Rs. 7; the balance will be Rs. 67 less Rs. 45, or Rs. 22; the cost of cultivation of the second crop will be equal to the cost of the yield realized. Hence a third of Rs. 22 may be given for the sirkar by way of kist; that much for the wet land. As for the dry lands they may as well be unassessed.

(c) Remission should not be a matter of grace, but be a matter of law and regulation. The discussion of this question will be a long one; a separate paper will be submitted to you on this point.

(d) The Provincial Government should have much powers.

III. (a) & (b) Better the Local Government collects the rent and pays him (zamindar).

(c) The collection and sales of holdings may be done as in ryotwari tracts.

IV. The right of holding lands should carry with it the right of having them irrigated from all the sources of irrigation available; the right of irrigation should not be a matter of contract between the zamindar and the tenant.

(b) The landlord cannot and cannot be allowed to have any superior rights in the sources of irrigation.

V. (a) Survey is quite essential.

(b) The charge should be borne only by the zamindar.

VI. No.

VII. (a) The tenant should have full facilities for grazing his cattle, for taking wood for the purpose of agricultural implements.

(b) With the permission of the landlord they can take leaves and wood for manure, firewood, etc., free of cost.

(c) The landlord is the controlling and maintaining authority; the tenant is the enjoying authority.



VIII. (a) The landlord is the main issuing authority of irrigation sources; he should maintain them; if he fails to do so the Local Government has to look after it and recover the cost from the landlord.

(b) Yes.

(c) On the application of the tenant to the Local Government.

IX. Yes.

X. Under-tenant is only responsible to pattadar; and the latter is solely responsible to the zamindar.

XI. (a) The Revenue Board is not at all necessary nor any Special Tribunal. The final appellate authority should be the High Court.

(b) The civil judiciary from toe to top should be the only form for trying such actions.

XII. (a) Let the zamindar be advised to go to civil court for his remedies or relief.

(b) In the mahazar to the Prime Minister of Madras from the ryots of Chittalappakkam, dated 11th November 1937, which was duly acknowledged on the 12th some of the points discussed herein are also noted in addition to the notifying therein of certain other facts relating specially to the village.

The zamindar had not made any maramathu for the irrigation tank for the past seventy or eighty years. It has been silted up to a great extent and the bund has become thoroughly useless. Hence it does not hold water even for three months. The capacity of the above irrigation tank originally was for six months. Still the zamindar collects rent for two crops.

The so-called zamindar of Chittalappallam is neither a zamindar nor an inamdar. But he is only a trustee for a charitable fund. It appears that the Mahant of Tirupati Hills, the trustee of the charitable fund, does not discharge properly the charitable business in the Tirumalai Hills for which the revenue of the village is collected.

All these above facts can clearly be proved when enquiry is made in person.

**Memorandum by Messrs. T. M. Rajagopalachariyar, B.A., B.L., and V. K. Sesha Ayyangar, B.A., Vakils, Tindivanam, dated 29th November 1937.**

I. (a) and (b) I take it that the term proprietor used in this question means owner, and this term in its popular sense means a person who actually owns the soil and exercises the rights of absolute disposal over it. In this view a tenant should be considered as the proprietor of the soil and not the zamindar. Because the latter does not actually possess and enjoy the land but is entitled to compensation from the tenants. In other words the tenant is the kudivaramdar and the zamindar is the melvaramdar. The history of the introduction of the zamindari system in this presidency is in consonance with the above idea and the zamindar has been introduced to collect the revenue payable on the lands and pay a certain consolidated amount to the Government by way of pesh-kash; he is more or less an agent of the Government responsible for the payment of revenue due to the Government.

There is another aspect to this question. So far as tenants who have acquired occupancy rights in the land are concerned, the zamindar is entitled to the melvaram and the occupancy ryots cannot be ejected except under certain conditions. But as far as porambokes, waste lands and private lands are concerned both kudivaram and melvaram vest in the zamindar and he should be considered as the proprietor or the owner of the soil.

The tenant should have right of alienation in respect of his land. It should be heritable and the law prevailing in British India regarding succession and survivorship should be applicable to them also. The interest of the zamindar in the holdings should be confined to his melvaram only, that is, rent, cess payable, water-tax if any, etc. The payment of any customary fees to the zamindar is a relic of feudalism and in the days of democracy and socialistic ideas the payment of such fees often brings the zamindar and the tenants into conflict and into serious misunderstandings.

The zamindar should have no rights in the communal land set apart for the common enjoyment of the villagers. Under the communal lands the following categories of the land should be included: Thrashing floors, grazing fields. (செய்யுடி) the foreshores of tanks (reasonable distance can be fixed, say about 150 yards from the maximum water fringe), cattle-stands, village sites, tank beds.



II. (a) & (b). It is a common feature in most of the villages in a zamindari that the supply of tank water is barely sufficient to irrigate the fields for a single crop. The lands admit of a single crop only and there are some big tanks whose water can be utilised for two crops in a year. Therefore in fixing the rate of rent the lands ought to be classified as a single crop land or a double crop land. The general condition of the soil should be taken into consideration as being fertile or sandy or saline. There should be uniform rate of rent in respect of wet lands under one particular ayacut though the soil is not uniform in its fertility. Separate assessment in respect of dry cultivation should be fixed.

The rent can be fixed at 10 per cent of the gross produce of the land. This ten per cent can be commuted in money at the average rate prevailing for the last 5 years in this Presidency. This rate of rent is in respect of cultivable lands only. As regards cultivation of waste lands and poramboke lands the zamindar may be allowed to claim half the produce less expenses incurred for cultivation and expenses incurred for bringing such lands under cultivation. Special provisions should be made in respect of occupation of such lands and the recovery of waram by the zamindar.

If a tenant is allowed to occupy or is in continuous and uninterrupted possession of waste lands and porambokes and pays the waram to the zamindar for a period of six years there should be statutory provision to recognise the ryots' occupancy rights in such lands and thereafter the general provisions relating to the fixing of rents and collection thereof would apply. If the zamindar wants to retain such lands as waste lands and porambokes eviction proceedings should have been taken by him in this period and suitable rules can be framed to regulate eviction proceedings.

(c) The question of remission of rent is the vital issue that should be satisfactorily solved by the Government. There has been periodical famine and scarcity of rain and consequently complete failure of crops in many years and it is inequitable that under such circumstances the ryots are compelled to pay the same rent to the zamindar. The rules and procedure adopted in the ryotwari areas should in all its aspects be introduced in the zamindari also.

The other ground I would formulate for remissions is where the chief irrigation source has not been repaired by the zamindar for a period of one year after receipt of notice from the tenants specifying the nature, extent and probable estimate of the costs the whole of such expenses should be remitted from the rents due from the lands under that irrigation source.

(d) In respect of cultivable lands it is advisable to settle the rent once and for all subject to remissions on the above grounds. In respect of lands in which occupancy rights are claimed subsequent to the new enactment it should be left to the revenue courts to settle the disputes and decide the equitable and fair rent. In the latter classes of cases the principles governing the fixation of rent in respect of cultivable lands may be adopted.

(e) It is not necessary that the Provincial Government should have any powers in respect of revision, alteration or reduction of rent. The revenue authorities, that is, the Deputy Collector of the division may be invested with powers to deal with the same. When once the rents are permanently settled after thorough survey there is no need for the interference of Settlement Officers. Any dispute relating to rents may be referred to the Deputy Collector for decision.

III. (a), (b) & (c). The entire system prevailing in the zamindari in respect of collection of rents should be thoroughly changed. Any measures now suggested presupposes certain conditions which are as follows :—

- (1) The existence of complete record of rights.
- (2) The lands should have been permanently settled in respect of rent.
- (3) Pattadars should have been registered.
- (4) The existence of one single survey number for each revenue field with a fixed rent.
- (5) The existence of organised collection officers

In order to facilitate easy collection the above conditions are necessary. The following points may be taken into consideration in respect of collections.

(1) There ought to be a paid collection officer in each village whose total rent does not exceed Rs. 2,000. Several villages may be grouped together if the total rent in a particular village falls short of Rs. 2,000. He must be directly responsible to the zamindar or his immediate superior if there is any.

(2) The rent inclusive of any cess, etc., should be collected in five equal instalments commencing from the harvest month.

(3) Receipt printed in duplicate should be maintained and the following particulars should be given in the receipt.

- (a) Number and name of the pattadar.
- (b) Fasli for which the rent is paid.
- (c) Amount paid.
- (d) Interest if any charged.
- (e) Particulars for which money is paid (whether for rent-cess, or water-tax, etc.
- (f) Survey number and extent for which rent is paid.
- (g) Signature and date of the collection officer.

(On no account entries should be made in pencil in the receipts.)

(4) At the end of the revenue year the rent becomes an arrear and interest at the rate of 4 per cent can be charged by the zamindar.

(5) The zamindar should be clothed with powers to distrain the movable properties of the defaulter and for this purpose the rules and procedure followed in the ryot-wari areas should be extended.

The power to distrain the movable properties can be resorted to only in cases where any two instalments are in arrears. No distraint proceedings can be taken against the defaulter after the commencement of the next revenue year. Only suits for sale of holdings could be filed.

(6) The holdings can be sold by presenting a petition before the Deputy Collector for recovery of the arrears. The following procedure may be adopted :—

(a) Number, name, address of the pattadar should be given. It should contain also the arrears and the survey numbers to be sold and its market value.

(b) As soon as the petition is admitted a notice of the suit giving not less than 30 days from date of service should be given to the defendant. If the defaulter is a resident of the village personal service should be effected through the collection officers, and if he lives outside the zamindari, postal notice with acknowledgment should be effected.

(c) If the defendant appears and shows sufficient cause against the sale of the holdings orders should be pronounced accordingly. If the Court disallows objection or the defendant does not appear on the date of hearing after due service of summons the Court may proceed *ex-parte* and issue an order for sale.

(d) Thereupon a date can be fixed for sale of the holding in the village and for this purpose appoint an officer of the Court to conduct the sale.

(e) Before the date fixed for the sale a written proclamation should be issued and the sale should be proclaimed in the village by beat of tom-tom. There should at least be 30 days clear interval between the date of sale and the date when the proclamation is held in the village.

(f) Rules contained in the Code of Civil Procedure in respect of payment of sale amount, confirmation of sale, issue of a certificate and delivery of property may be followed. Suitable rules for payment of arrears by the defendant before the confirmation of sale takes place, may be framed.

(g) The aggrieved party may institute a suit in the revenue court within one year from the date of confirmation of sale to set aside the sale on the ground of fraud, want of due notice and fraud in publishing and conducting the sale. If the objector to the sale succeeds in the suit the holding should be re-delivered to him on payment of 5 per cent commission on the sale warrant amount plus the value of any improvements made by the auction-purchaser.

IV. (a) So far as single crop land is concerned the right to water is inherent as being appurtenant to the land. In respect of second crop raised on a single crop land with the help of the tank water a special water-tax can be levied ; and these taxes should not in any case exceed one-third of the rent payable on the particular holding.

(b) It is to be conceded that the zamindar has a superior right in respect of water sources. The zamindar has the right to cut a channel from a river that runs in his zamindari and take water for purposes of irrigation without diminishing the average supply of water in the river. He has to be given the right to regulate and cut supply channels to irrigation tanks. In cases where supply channels do not exist the zamindar should be given the power to compulsorily acquire lands and pay reasonable compensation. Suitable rules can be framed in regard to acquisition and compensation.

V. (a) It is absolutely necessary that there should be compulsory survey and settlement of record of rights. The antiquated method of giving paimash numbers should be done away with, and each revenue field should be numbered separately and its extent given in acres with the rent against it.

(b) The zamindar should bear seven-eighths' ( $\frac{7}{8}$ ) share and the tenants one-eighth's share of the cost of survey and settlement.

VI. This question has already been answered.

VII. (a) & (b). Grazing lands should be set apart for the common use of the village cattle. Forest porambokes lying within a distance of a mile from the village boundary should not be reserved as forest reserves and free grazing should be allowed for the tenants. The tenants should be allowed to cut and carry green manure from forest porambokes and one head-load of fuel for domestic and agricultural purposes. In respect of grazing and carrying fuel in reserve forest adequate rules may be framed.

(c) Public paths and communal lands are set apart for the common benefit and enjoyment of the village people from time immemorial, neither the zamindar nor the tenants has any right or status in the soil. These should not be assigned for cultivation or acquired for any purpose whatsoever by the zamindar. On the other hand the zamindar is responsible for the up keep and proper maintenance of these categories of lands and he can utilize the services of the tenants free of cost.

I have already suggested that hill and forest poramboke should be set apart for grazing purposes. These lands should not be assigned for cultivation.

VIII. (a), (b) & (c) The zamindar is solely responsible for maintaining the irrigation sources. If after receiving a notice from the tenants in respect of repairs to the water sources the zamindar neglects or refuses to do the repairs within a period of six months from the date of the receipt of notice the matter may be referred to the Deputy Collector by the tenants. The Deputy Collector may cause the repairs to be carried out by the Public Works Department and recover the expenses from the Zamindar as if it is a first charge on the revenues of the zamindari.

IX. Jamabandi is necessary. It is the time when the zamindar can scrutinize and verify the accounts, record of rights and transfers of holdings. A report of the jamabandi should be prepared and the same should be made available to the ryots. A copy of the same should also be forwarded for remarks to the Government.

X. The relation between pattadar and his under-tenant is to be based on the terms of the contract between the parties. The under-tenant has no legal status so far as the zamindar is concerned. But when the under-tenant holds the land from a pattadar under a registered deed or is a registered mortgagee of the holding and the same is notified and registered in the zamindari, then should be deemed to be the agent of the pattadar and any right or liability exercised or owned by the pattadar can be exercised by him.

XI. (a) The Board of Revenue should be the final and revisional authority.

(b) No special Court or Board is necessary. Revenue Courts can settle the disputes.

XII. (a) This question has already been answered.

(b) I have no opinion to offer.

Apart from the questions answered supra I suggest the following points for consideration.

(1) Paimash numbers should be replaced by survey numbers and the extents noted in acres and cents.

(2) Whenever a survey number is sold by a pattadar and the sale-deed is registered in the sub-registrar's office the presentant should along with the sale-deed present a memo. to the sub-registrar for the transfer of patta in his name. The memorandum with the certificate of the sub-registrar should be forwarded to the zamindar for separate entry in the record of rights in favour of the vendee. The zamindar should recognize such transfers and issue fresh pattas in favour of the vendees. For payment of rent and for all proceedings the vendee is the person whom the zamindar should look to in respect of such holding.

(3) Copies of pattas and adanga extracts should be made available to the general public.

(4) After the passing of this new Act whenever occupancy rights are acquired in the land the trees standing thereon should form part of the holding and no separate right should be reserved by the zamindar in respect of the trees.

(5) Pattas can be granted in respect of fruit-bearing trees in hills and forest porambokes to the tenants.

(6) Quarrying rocks and raw materials for lime kilns for domestic purposes should be freely made available to the tenants.

T. M. RAJAGOPALACHARIAR,  
V. K. SESA AYYANGAR.

**Memorandum by Mr. S. Govindarajan, Pleader, 53, Dabir West, Kumbakonam,  
dated 30th November 1937.**

I. (a) Whatever may be the theory of proprietorship of the soil historically, the tenant should be recognized as the proprietor.

(b) The nature of the interest of the tenant in the land is ownership and that of the landholder is the right to collect the rent.

II. (a) Fair and equitable rent is that, which the owner of the soil should be required to pay in the same manner as in ryotwari areas.

NOTE.—(i) The system of collection of rent by division of produce every year in the thrashing floor should be abolished as the same is cumbrous and harassing and not conducive to the best interests of the landholder or the ryot. Rent should be definite, certain and fixed.

(ii) (The zamindari and proprietary estates should be abolished. The Government should resume their interests and pay adequate compensation. All lands should ultimately be converted into ryotwari tracts so that land legislation may be simple, clear and uniform and so that the benefits of reforms introduced for the uplift of ryots in ryotwari areas may also apply to estate ryots.)

(b) The considerations adopted by the Government during the settlement operations in the ryotwari tracts may be taken into account in settling what is fair and equitable rent in estates also.

(c) Statutory provision for remission of rent is necessary. The rules regarding remission obtaining in ryotwari areas may be adopted.

(d) Grain share of rent for wet lands may be fixed once for all (by appropriate special tribunal, if necessary). Rent may be collected in cash computed at rate that prevailed in the harvest season of the previous year, to be notified by the Government. (This should be done for ryotwari areas also.) Cash rents for all other lands may be fixed once for all.

(e) No power of interference need be reserved to Government.

III. (a), (b) & (c) If estates are not converted into ryotwari tracts, the existing provisions of the Madras Estates Land Act may be retained subject to slight modifications. If rent is fixed once for all, the present provisions in the said Act relating to exchange of pattas and muchilikas, commutation proceedings, appraisal proceedings and the like would become unnecessary. Court-fees may be reduced to the small cause scale. Provisions for gazette publication in execution sales and collection of poundage may be abolished. The ryot should leave an address for service in writing with the landholder and should continue to notify in writing changes in address, then and there, to ensure service of notice.

4. (a) & (b) The right of the tenant to water-supply is inherent as being appurtenant to land. Other matters require more study and experience.

5. (a) Survey and record of rights should be made compulsorily.

(b) The tenant may be made to bear costs as in ryotwari areas and the balance should be borne by the landholder.

6. Levies in respect of specified duties performed for the benefit of the ryot such as kaval or silt clearance may be collected, but not personal payments. (The introduction of such a measure of reform in ryotwari areas also is necessary.)

VII. (a), (b) & (c) Pasture grounds must exist in all villages for grazing cattle free of cost. Other matters require further investigation.

VIII. (a), (b) & (c) The provisions of Chapter VIII of the Madras Estates Land Act (as amended by Act VIII of 1934) appear to be sufficient.

IX. *Jamabandi* may be held every year but need not be compulsory.

X. The under-tenant is a creature of contract between himself and the tenant and he has nothing to do with the landholder. The rights of the landholder to proceed against crops will not be impaired even if the under-tenant is in possession.

XI. The Board of Revenue and the present revenue courts may be considered to be more expeditious. The civil courts may be preferable as they have better knowledge of the application of the intricate rules of procedure. Hence special tribunals with Judges having experience of civil court work may be constituted or the present revenue courts may be retained if the presiding officers of such courts have training in civil courts. The final appellate authority may be the High Court. (If estates are converted into ryotwari tracts, the right to collect revenue would vest in the Government and courts would be unnecessary.)

XII. (a) Existing provisions for ejection or recognition appear to be sufficient.

(b) I am not sufficiently acquainted with *jodi*, *poruppu*, *kattubadi*, etc.

S. GOVINDA RAJAN,  
*Pleader.*

**Memoranda by S. A. S. Rm. Ramanathan Chettyar, M.L.C., Landlord, Tanjore.**

Your memorialist has some experience on the land tenure problems generally, having been closely associated both with the Congress movement and the Ryotwari Mirasidars' Association in this district for over two decades. Besides, in his capacity as proprietor of some villages, he had to make a special study of the problems and he is also interested in maintaining cordial relations with the ryots.

He begs to urge that the system of land tenure varies from district to district and from province to province and no general principles could be deduced from comparison of the conditions prevailing in the Bengal, Behar and U.P. with that of Madras or even that at Andhra Desa with the Tamil Nadu. Each has its own history, traditions and customary rights, which are not understood by the others and remedies suggested for one place are hardly applicable to the other. The grievances formulated by the ryots at Bengal and Behar, like the powers of certification of the landholder, right of pre-emption, etc., do not and cannot have a place in the Land Tenure system at Madras. The rights of the landlord and tenant, the difficulties and defects experienced in the working of the old Estates Land Act were elaborately enquired into before passing of the Madras Act VIII of 1934 and finally settled only very recently in the presence of the ryots' representatives like Hon. Mr. Muniswami Nayudu and others. Almost all the suggestions in favour of the ryots were adopted and embodied in the Act. In the words of the sponsors of the Act, substantial benefits conferred on the ryot are briefly enumerated as under :—

(a) One of the most important benefits conferred on the ryots is in connexion with the repair of irrigation works and a machinery has been provided which will enable the ryots to see that irrigation works are put in order.

(b) The term 'old waste' has been abolished and ryots will get occupancy rights without paying  $2\frac{1}{2}$  times the annual rent.

(c) Rights of parties in communal lands are ascertained and lands acquired for communal purposes.

(d) Commutation when desired by the ryots has been made compulsory.

(e) Procedure for recovery of rent has been considerably recast and made simpler and more equitable.

In connexion with the sale of holdings for rent arrears, elaborate provisions have been made for publication of notices.

(f) Provisions have now been made which will facilitate the keeping up to date of the registers of transfer of holding in zamindari tracts.

(g) Survey maps and record of rights are prepared and made available for inspection by the ryots in the village. The Government has been given power to direct a settlement of rents of their own motion, while time allowed to parties to apply for such a settlement has been greatly extended.

(h) Provision has been made for the acquisition of the rights of the landholder in trees which were on the holding on 1st July 1908.

The main object of the Amending Act is in the interests of both the ryot and the landholder to stop all agrarian discontent and to see that the landholders and their tenants work together for improving the productivity of the land in which they share the right and that they exercise their respective rights in a manner which is beneficial to each other and in the best interests of both. (Proceedings of the Madras Council, dated 14th November 1933.) Since the passing of the above Act, disputes between landlord and tenant have lessened considerably and very few cases are now filed in the Revenue Courts and of that, not even 50 per cent are contested. As the rights and liabilities of the landlords and tenants are well settled by the Act matters between them are now settled amicably, and the conflict between them is very much minimized to-day. Without giving time for the proper working of the Act and to find out defects, it is premature to discuss the problem, as most of the points formulated in the questionnaire have already been dealt with by the Act and it only remains to be seen in the actual working if the present provisions are adequate to meet the situation or needs some revision.

As for the Tanjore district, the problem was never an acute one, as the district is overwhelmingly ryotwari paying nearly a crore to Government as land-tax, the zamindari and proprietary areas being of a very small extent. Except for a few villages known as the Tanjore Palace Estate group and the villages under the District Board, the rent therefrom being utilized for education and maintenance of roads and the zamindari villages of the Pattukkottai taluk, almost the whole of the district is ryotwari. The Palace Estate group is the Raja's private land retained by him under the Treaty rights, when the district was handed over to the East India Company. He enjoyed full proprietary rights in most of the villages as the paimash records show, with both varam rights. Even after the passing of the Rent Act, the view was held by the High Court that this was not an estate coming under the purview of the Estates Land Act, but latterly the view underwent a change. Thus a conflict of opinion arose with respect to the tenure and the jurisdiction of the Revenue or Civil Court to enquire into disputes between the Raja and his tenants. The original cultivators of the soil had mostly parted with their interests and the kudivaram rights are claimed by persons who had lent money to them and hence were forced to purchase privately or at Court sales, the interest of the cultivating tenants. These persons are mostly outsiders. The tenure of the Palace Estate group is almost amani, i.e., division of the crops on actual harvest in a fixed proportion between the landlord and tenant. As a temporary measure, the landlord and tenants in the Palace Estate group which consists mostly of nanja lands, have agreed to substitute fixed paddy rent per acre at a lower rate than the actual estimated harvest and the ryots are not to claim remission in consideration of such rate. But this arrangement is only temporary and the ryots can claim in any year their reversion to amani tenure. Their relations are always cordial and specially beneficial to the ryots. Recently, the numerous ryots of the villages owned by the Tanjore Palace Devasathanam which are managed by the Senior Prince at Tanjore, have strongly objected to the acquisition of the landlords' right by the Government and they have also taken up the matter before the High Court. Their tenure and relationship with their landlord are so favourable that they do not want any change.

The Tanjore District Board collects in kind from nanja villages over which it has proprietary rights at a fixed paddy rent per acre, and utilizes the same for feeding poor students studying in schools and colleges under its management. The extent of proprietary interests in the Pattukkottai taluk of Tanjore district, is comparatively larger, but there too, the problem is insignificant, as the lands were mostly dry tracts paying fixed assessment per acre, in most cases not exceeding Rs. 2 compared to the rate of cist collected from ryotwari ryots for dry parts by the Government in the rest of the district, cist paid by the Pattukkottai ryots to their land holder is very light and the rate works out at not even 40 per cent. But now the dry tracts at Pattukkottai have been converted into wet due to the advent of the Mettur Project and hence the question has arisen with reference to the water rate payable to Government, which is more a matter between the ryots and the Government than one between the landlord and tenant. Besides the small extent detailed above, practically the whole of the district with over a million acres in the deltaic area under nanja cultivation is ryotwari, with no proprietary or zamin aspects of the tenure to be considered.

As to the specific points raised in the annexure.

I. The proprietorship of the soil.

That the landlord is the proprietor, is the basis on which the Rent Act (old and new) rests. The word 'kudivaram' signifies a cultivator's share in the produce of land held by him as distinguished from the landlord's share in the produce of the land. It is in fact a species of tenant right or right of permanent occupancy (45 I. A. 209—215 P.C.) So long as he pays a fair and equitable rent annually, he is entitled to cultivate the land. The rent which the landholder receives is entirely different and distinguishable from the land-tax levied by Government on ryotwari mirasidars. Whereas in the former case it is rent while in the latter, it is a tax on land, like the other taxes imposed by Government.

II. (a) & (b) Section 28 of the Madras Estates Land Act enacts that the rent or rate of rent for the time being lawfully payable by a ryot shall be presumed to be fair and equitable. By Section 27, if the question arises as to the amount of rent or the conditions, the ryot shall be presumed to hold at the same rate and under the same conditions as in preceding year. Section 29 prohibits the enhancement of varam rates (i.e., established rate for dividing the crop on harvest between the landlord and tenant). By mutual agreement spreading over a very long period, the rent for the proprietary villages of the Tanjore district, has been fixed between the ryots and their landlords and in a few cases, the rent has been fixed by the highest courts, taking all circumstances into consideration. In my opinion such rents fixed mutually or by courts should be taken as a fair and equitable rent. The new Amending Act has also empowered the Collector or reduce such rent on application by the ryot on valid grounds and has also made commutation of rent compulsory when desired by ryots.

*Statutory provision for remission of rent.*—No specific provision is necessary. In places where amani tenure prevails, no question of remission arises, as the crops are divided whether it be poor or otherwise. In places where amani tenure is temporarily commuted, lower rates of rent are fixed, taking good and bad crops into accounts mutually agreeing that there should be no remission. In spite of it, landlords give remission as a matter of grace, in cases where for no fault of theirs, the ryots are not able to raise a fair crop owing to circumstances beyond their control. The Estates Land Act has been amended by the enactment of a new section providing for reduction of rent for specified causes and I think it is sufficient to deal with the situation.

In view of my answer to II (a) and (b), no answer to II (d) is necessary. So far as this district is concerned, the rent has already become a settled one and the Act also provides elaborately for determination of fair and equitable rent. I do not think it desirable that the Provincial Government should have any reserve power to revise or alter rent, which should be left in the hands of the machinery provided in Madras Estates Land Act with powers of appeal to the superior courts. Expediency of such a course is obvious, as Government changes often with distinct political bias.

III. Powers given are not effective to make collection with ease and speed for a sale of holding under section 112, it nearly takes ten months, because of the numerous notices and publications. Also the cost is prohibitive and adversely affect the ryot, for to recover a rent of sums below Rs. 10, the landholder has to spend nearly twice that amount in publication charges. A limit must be prescribed in the matter of expense on publication for the above and at any rate it should not exceed Rs. 5. That the powers of collection are ineffective, will be evident by comparing with the amounts realized by the Government in the adjoining taraf villages whereas in the Government villages, the arrears are practically nil, as the total demand in the current fasli is almost recovered at the beginning of the year, the ryots in the proprietary villages although the rate of cist is lower therein, are in chronic arrears for two years and more. The inordinate delay in court is one of the contributory causes for such arrears. Also the Government is armed with full powers and on account of its prestige and resources like the Police, etc., the dues are collected speedily, whereas the proprietors who are mostly impecunious and in chronic debt, are not able to act effectively. If the Government is not inclined to grant more effective powers to the landholders and if it be not possible to reduce the delay in court, I would suggest that the Government should take up the collection work on behalf of the landholders at the latter's request, as is done in some of the native states, charging some commission 5 to 10 per cent for the expenses of collection.

IV. The above question is merely of an academical interest, so far as the proprietary estates in the old deltaic area of Tanjore district are concerned. Most of the nanja lands are classified as wet in Government revenue record beginning from the paimash as entitled to irrigation from the channels leading off the river Cauvery. The landholder has superior

right to the water coming down the channel but as since almost all lands are classified as wet and as he and his ryots have agreed to divide the produce on a fixed basis it is to the interest of all to see that sufficient water is let down the channel to irrigate the mamul wet lands. But the question is not free from difficulty, regarding the water-rights in the proprietary dry tracts which are recently converted into nanja by the Mettur Project. But as most of the landholders therein are content to receive cist on dry basis as usual and do not require the additional advantage resulting from the project, the ryots who take water on their own initiative and get the full benefit from the scheme must take the responsibility of bearing the water charges imposed by Government. If the ryots are not willing to pay, Government should stop the supply of water, with the consent of landholders, if necessary.

V. Almost all the proprietary villages in this district have been surveyed and the record-of-rights prepared and made available at cheap cost. As it is a very beneficial step, I agree that it should be made compulsory for all. The cost should be borne in proportion to their interests, between the landlord and tenants and the Government who levies taxes in the shape of cesses, kaval fees, etc. If the Government stands to gain by any legal imposition of water charges, I am of opinion that the whole cost should be borne by Government and not collected from the landlords or their tenants who are comparatively poorer and specially hard hit in these days of acute depression.

VI. The system of customary levies do not prevail in this district to any appreciable extent and such levies if imposed in any locality, is of a very insignificant value. What are legal levies and what are not, have been exhaustively and categorically held by the Madras High Court and I am of opinion that it should not be interfered with.

VII. The above is no serious problem and there are no grievances regarding the same in this district. The grazing of cattle anywhere, so long as they do not stray into the cultivated field, is never interfered with. There is no forest in Tanjore and the trees in the proprietary villages do mostly belong to the ryots themselves. The original cultivators have almost disappeared and the kudivaram rights have passed into a comparatively richer middle class who have planted trees in their holdings and hence the problem of requiring wood for agricultural implements has never arisen. The few trees which the proprietor owns are always at the service of poor deserving ryots and given free.

With regard to the public paths, communal lands, etc., provision has been made in the new Amending Act for ascertainment of the right of parties and for acquisition if need be, and in my opinion they are adequate to meet the situation. Promiscuous cutting of trees in the forest by the ryots should not be allowed and the principles applicable to Government forest should govern zamin forests also.

VIII. One of the most important benefits conferred on the ryots under the New Act is that in connexion with the maintenance of irrigation sources and works.

A machinery has been provided which will enable the ryots to see that irrigation works are put in order and the procedure has been much simplified. Beyond the machinery provided and the procedure indicated it is unnecessary to vest any special rights in the Provincial Government.

IX. Yearly jamabandi in proprietary villages.

In my view such annual jamabandi is absolutely unnecessary and it is also impractical in the present position of the proprietary estates.

Except perhaps in the case of the big zamins at Andhra desa and a few zamindari tracts in the south governed by the Impartible Estates Act, almost the whole of the Proprietary and zamin estates have become divided and subdivided not only among co-heirs but between *bona fide* alienees also. Some of the estates do not even cover one whole village, but the latter has become divided between a number of proprietors holding a few acres, each, compared to whom the lot of the ryots in the village is better and in a more favoured position.

On account of the complication with the Government in the matter of quit-rent, kaval fees, water-rates and cesses, the proprietors are not able to prepare and maintain a correct D.C.B. statement for each year, which is partly due also to the want of co-operation on the part of the Government village servants. Though the latter are expected to help the proprietors, they rarely do so and the complaints to the superior officers have too often proved futile.

The landlords have also no possessory rights on the holdings and hence the crops are being cut and carried away by the ryots without their knowledge. The ryots do not measure their dues in kind or in cash on harvest and they do not pay even long after till



legal steps are resorted to. On account of the delay and expensive nature of the legal process, almost all the proprietors in this district have become impecunious and many of them have also filed insolvency petitions. In the circumstances, the holding of an yearly jamabandi will be an absolute farce.

X. Any clothing with legal rights on persons other than the registered pattadars or their alienees or legal representatives, will make the position worse, more complicated and will also be expropriatory.

It will also be an act uncalled for and unnecessary so far as the Tanjore district is concerned and I presume that such will be applicable with equal if not greater force to other districts also. In the proprietary or zamin tracts, except in a very few exceptional cases, maximum extent of a holding of a single pattadar will nearly exceed 25 acres and the average will be 4 to 5 acres of wet land or 10 acres of dry land. As the pattadar has usually undivided brothers or sons, the above holding is acceptable of further divisions, so that when divided, the holding becomes uneconomical, contributing to the further lowering of the standard of living of the pattadars' family, which the Government is trying to raise. If valuable rights are taken away even with compensation, from the original pattadars and vested in the third parties, it will be clearly expropriatory, leading to the further fragmentation of holding and the lowering of the standard of living.

Calling some persons as under-tenure holders, implies that some lands in the holding are let or leased to him for some years. After the economic depression, letting on lease to third parties by the pattadar has practically disappeared. In the few cases the lands are let, the lessees are the richer and more powerful neighbours, who by reason of wealth or ability to keep the rowdy elements of the village in check, take the same on lease on lower terms and have it cultivated through others and act as commission agents by pocketing the difference. Or, the so-called lessees are merely day labourers, who are paid in advance for the cultivation including purchase of bulls and the maintenance of sometimes even less—as their family. They mostly do not stay with the pattadars for more than a year and the labour is dear and costly in most places, they are got at by some other pattadars, who advance similar amounts relying on their promises to work for some years at least. These labourers suddenly disappear to the isles disappointing both and without any idea of repaying the amount received as advance. Such is the lot of the pattadars and to think of appropriating their properties over which they have spent their savings, will be simply inequitable and unjust even if it be not illegal. It will render the position of the landholders more difficult in the realization of their dues.

XI. (a) A special tribunal is preferable as a final appellate or revisional authority in proceedings between landholders and ryots. In constituting the same, persons who have had both Judicial and Revenue training should be preferred.

(b) Actions and proceedings between landholders and tenants may be tried in special courts, if the present revenue court system be abolished. The proceedings must be summary and conducted expeditiously. The court-fees for suits which are at present on the scale of original suits, should be reduced to the level of fees on the small cause side.

XII. The remedies suggested are inadequate. Instead of the inordinate delay involved in a suit for trespass instituted in the civil court, there should be a summary remedy open, empowering the Collector on an application to eject the trespasser with the aid of the police or even the reserves if need be.

RAMANATHAN CHETTI.

**Memorandum by M.R.Ry. A. P. L. N. V. Nadimuthu Pillai Avargal, M.L.A., President, District Board, West Tanjore, Tanjore.**

1. (a) First of all I wish to point out that the term 'tenant' in the question is not appropriate. The proper term to be used is 'ryot' if only the cultivator of ryoti land in proprietary areas is to be denoted and I presume it is so. To come to the question proper, it seems to have been considered by eminent judges in several cases. According to the Hindu common law it appears that a right to possession of the land was acquired by the first person who makes a beneficial use of the soil and he was entitled to occupy it so long as he paid the portion of the produce assessed by the State. Several earlier decisions of the Madras High Court (commencing from 9 Madras, 175, have proceeded on the footing that the Sovereign was not the sole proprietor of all the land in his dominions and that the ryot did not claim his rights through the zamindars, who had only a right to a share in the produce. But the latest view on the point is expressed by the Privy Council thus:—The mere fact that rulers in India generally collected their land revenue by taking a share

of the produce of the land is not by itself evidence that the soil of land in India was not owned by them and could not be granted by them. The fact would support the contrary intention that the soil was vested in the rulers who drew their land revenue from the soil generally in the shape of a share of the produce in the land 41 Madras, 1012. The sovereign right to waste lands has also been always conceded. An eminent Judge West, J., of the Bombay High Court has stated in 3 Bombay, 452, that 'under the British rule, though its introduction would not extinguish' private rights already fully acquired, the principle from which we must start is that waste lands belong to the State.' Other authorities holding similar views are not wanting and I may refer to 28 Madras, 257, 40 Madras, 410, and 40 Madras, 722, as some of them.

The prevalent idea with reference to cultivated and waste lands is thus in favour of the Sovereign's rights to the soil and not merely to the land revenue thereon.

In addition to this I may also point out that in practice the zamindar or the inamdar as the case may be has always been exercising an absolute right in respect of all waste lands in his estate. He is also the absolute owner of all porambokes including tanks, tank-beds, threshing floors, etc., and has been exercising such rights. He can distribute waste lands in the foreshore of tanks to any one for cultivation as he pleased and under any conditions. In every zamin village there is 'private land' which is in the actual possession of the landholder. The landholder whoever it may be, has also been letting portions of waste lands in his estate to any one he pleased for reclamation under special contracts or on payment of premium.

As against so much material and proof that the zamindar or inamdar is really the proprietor of the soil, there is one important circumstance against such right in zamindars only, and it is their origin, which can be gathered from ancient writers like Mr. Phillips in his "Law of Land Tenures in Lower Bengal" or his book on "land holding and the relation of landlord and tenant" and "Harrington's Analysis." Harrington's definition of a zamindar may be taken as sufficiently accurate and runs that "a zamindar appears to be under the Moghul constitution and practice, a landlord of a peculiar description, not definable by any term in own (English) language, a receiver of the territorial revenue of the State from the ryots and other under-tenants of the land, allowed to succeed to his zamindari by inheritance, yet generally required to take out a renewal of his title from the Sovereign or his representative, on the payment of a fine of investiture to the Emperor and a Naziman or present to his provincial delegate the Nazim; permitted to transfer his zamindari by sale or gift, yet commonly expected to obtain previous special permission; privilege generally to be the annual contractor for the public revenue received from his zamindari, yet set aside with a limited provision in land or money when it was the pleasure of Government to collect the rents by separate agency, or to assign them temporarily or permanently by the grant of a Jagir or Altimga . . . entitled to any contingent emoluments proceeding from his contract during the period of his agreement, yet bound by the terms of his tenure to deliver in a faithful account of his recent." This definition of a zamindar presupposes that originally he was employed by the State only as a Collector of revenue but that his portion was strengthened in due course. }

In the Madras Presidency by the introduction of the permanent settlement proprietary rights in the zamindari were vested in the zamindar. In fact, the short title of Regulation XXV of 1802 states that it is "a regulation for declaring *the proprietary right* of lands to be vested in individual persons and for defining the rights of such persons, under a permanent assessment of the land revenue in the British territories subject to the Presidency of Fort St. George." The preamble to the said regulation also states that the British Government has resolved to grant to zamindars and other landholders, their heirs and successors a permanent property in their land in all time to come, etc. The permanent settlement regulation vested in the zamindar (a) the right to collect the Government land revenue from the ryots in consideration of his paying to the State a certain proportion of that revenue as peishkash; (b) a permanent tenure instead of being an assignee or farmer for a term; (c) the right to transfer or alienate his rights as zamindar; and (d) the estate was made heritable.

In so far as inamdars are concerned the position is different. They are persons to whom grants have been made by Hindu or Muhammadan sovereigns for meritorious services or other reasons. Such grants have been either of land itself or merely the land revenue. The question whether the land itself or merely the land revenue was granted depends upon the construction of the original grant if available or on the evidence adduced by the inamdar concerned, about what was granted. That there is no presumption that the grant was only of the land revenue and that the decision as to what was granted had to be decided with reference to the facts of each case has been laid down in a series of deci-

sions of the Privy Council. These decisions have been considerably weakened or we may say almost abrogated by the passing of Act XVIII of 1936 by the Madras Legislature whereby all inam villages have been brought into the category of 'Estates' and thus all cultivators of lands in inam villages are ryots with permanent rights of occupancy. But for this piece of legislation which has been universally condemned the proprietor of the soil in inam villages will be the inamdar where the grant was of the land and the State where the grant was only of the land revenue.

In all estates, zamindar's or inam villages, the preponderant view appears to be that the landholder (zamindar or inamdar) is the proprietor of the soil, while the ryot has a permanent right of occupancy, i.e., a right to continue in possession of the land in his occupation on condition of paying rent to the landholder and liable to ejection when he makes use of the land for purposes other than agriculture, or otherwise materially impairs the value of the holding by rendering it unfit for agriculture. The ryot is not the proprietor of the soil. He can only cultivate it. He cannot build upon it or quarry. In the sannads issued by the British Government to the zamindars, rights of seigniorage have been specifically reserved to zamindar, so that the latter are entitled to quarry or excavate mines or charge fees if the ryot quarries on his own land. All these point out to only one conclusion that the landholder (the zamindar or the inamdar) is the proprietor of the soil.

Though the question restricts itself only to zamindars, as all kinds of landholders and their relationship with their ryots are under investigation I have dealt with the question generally.

(a) This question has also been answered under part (a) above. But certain differences between the rights of both may clearly be stated under this part of the question.

*Landholder's rights.*

- (a) Is proprietor of the soil and can admit any person to occupation of unoccupied land in his estate.
- (b) has a right to collect rent either as a share in the produce or in cash as per contract or decree.
- (c) has no preferential right to effect any improvements in the land.
- (d) has a right to eject the ryot under certain circumstances as in section 151, Estates Land Act.
- (e) has a heritable and transferable right.

*Ryot's rights.*

- (a) Is only entitled to cultivate the land and continue in occupation on condition of paying rent.
- (b) is bound to pay rent lawfully due on the land for cultivating it.
- (c) has preferential right to effect any improvements in the land, such as sinking well, planting groves, etc.
- (d) Can only cultivate the land. Is bound not to impair the value of the holding by making use of it for any purpose other than agricultural purposes.
- (e) his rights are heritable and transferable but subject to a fresh charge for arrears of rent.

II. (a) A 'fair and equitable rate of rent' is not the rate that is obtainable by free and open competition but the prevailing rate payable by the same class of ryots for lands of a similar description with similar advantages in the same village or in the neighbourhood depending likewise on the value of the produce and the cost of production. It may be the average rent that the ryot himself has been paying or was bound to pay for a period of ten years preceding the time when fair and equitable rent for the land is to be determined.

(b) They are (a) the contract if any between the landholder and ryot or patta and muchilka exchanged or decreed between the parties; (b) average annual rent that has accrued due to the landholder during the preceding ten years excluding years declared by local Government to be famine years; (c) the improvements if any effected at the sole cost of the landholder or the ryot; (d) rent payable for similar land of similar description with similar advantages in the neighbourhood; (e) the value of the produce and the cost of production; (f) the area of the holding; and (g) the number of trees if any yielding income.

(c) No statutory provision is necessary. In the interest of peace between landholders and ryots, in the interests of the well-being and prosperity of both landholders and ryots, for advancing the progress of agriculture, it is better to settle a fair and equitable rent in all proprietary estates subject to reduction or enhancement as provided in the Estates Land Act. Question of statutory provision for remission of rent does not arise in any case where rent is payable in kind. It does not also arise in cases where rent has been commuted into cash rent, as such rent is usually fixed on averages and is liable to reduction or enhancement only periodically as provided by statute. In all cases of rent payable in

pursuance of a private contract between the landholder and ryot no statutory provision for remission is necessary as the contract is entered into with open eyes and the provisions of the Contract Act are wide enough to relieve cases of undue influence or coercion.

(d) Almost all estates have been surveyed and a Record of Rights prepared. The best course will be to settle the rate or share of rent payable in respect of each kind of land or tree in each estate either in kind or in cash with reference to the several factors indicated under question II (b) above. To adopt the other alternative course of allowing the court or officer to fix the rate on application will entangle the ryot in wasteful litigation and put him to much inconvenience and loss. An experienced Settlement Officer who will take the matter on hand and fix a fair and equitable rent once for all to the best of his judgment, subject of course to appeal and revision or second appeal will be able to render justice between the landholder and the ryot. He will camp in the village, inspect the lands concerned as also adjacent lands, make such enquiry as may be provided for and decide the proper rate of rent once for all. The rent so fixed may be made liable to enhancement or reduction periodically only as provided for in the Estates Land Act.

(e) Provision for a fresh appeal to the District Judge and a second appeal to the High Court or to the Collector and Board of Revenue will more than suffice. Further reserve executive powers in the hands of Local Government are not necessary.

III. (a) No. The methods of collection of rent provided for in the Act have been working satisfactorily except that it is highly costly which is detrimental to the interests of the ryots. This matter will be dealt with under the next question.

(c) (1) *Distrain and sale of movables of the ryots.*—This is now done by the landholder himself or by his authorized agent and report to the sale officer. The cost of bringing the property to sale and realizing the arrear must be considerably reduced. In cases of distraint of cattle (except the exempted ones) the amount realized by sale is swallowed up by the cost of maintaining them from the date of distraint to the date of sale. Cases of distraint of cattle should be made only by the Revenue Inspector and sold by him at once or within three days at the most after due publication in the village itself and in the neighbouring villages. The cost of sale and proclamation should be a minimum.

(2) *Suits, decrees and execution.*—The cost incurred by the landholder in filing suits for arrears of rent and executing the decrees are very excessive and the ryot pays very heavily for the cumbrous and costly procedure. The court-fee now paid on suits is at the scale prescribed for original suits even in cases of claims of small sums. Majority of cases are decided *ex parte* and are disposed of in consolidated batches. Even in civil courts for small causes a court-fee of Rs. 7-8-0 per hundred is levied, while for rent suits it is Rs. 11-4-0 per hundred. I would suggest that for rent suits a court-fee of four annas for every ten rupees or part thereof will be more than enough.

In execution proceedings also the procedure prescribed by the Act is highly costly. The cost of publication in the District Gazette is heavy. It is unnecessary as ordinarily no ryot or landholder looks into the District Gazette. Even for small sums the cost of publication is so heavy that the aggregate amount payable by the ryot including costs of execution is so prohibitive that the ryot finds it impossible to pay and has perforce to leave the land sold as it is beyond redemption.

In the procedure prescribed for distraint and sale of holdings in sections 111, *et seq.* of the Act, the cost of service of notice on the ryot, the cost of application for sale, cost of proclamation, and the warrant of sale should be considerably reduced. The provision for publication of the order of sale and proclamation of sale and the sale certificate (vide sections 119 and 124) in the District Gazette should be deleted. The provisions of section 121 are so used that if on the date of sale first fixed by the court there are no bidders for the upset price fixed by the court, the sale is adjourned to the next day and knocked down for "whatever price may be offered for the property", i.e., for nine annas or one anna even. Thus all the trouble taken by the Collector in issuing notices to ryot and fixing the upset price is wasted and the selling officer usually a Revenue Inspector adjourns the sale next day and sells the property for a song. This provision should be suitably amended by allowing the holding to be sold for a fair price, even if purchased by the landholder. The purchaser, whoever it be, must acquire an indefeasible right to the occupancy right and if the landholder purchases it the land should thereafter become his private land to be dealt with by him as he likes. To this extent sections 3 (10) and 6 of the Act should be amended. Otherwise the ryot does not pay the rent due under the impression that the landholder even if he purchases the holding has perforce to allow it to be cultivated by the ryot or his neighbour who will then acquire occupancy rights without payment of any price for it. A combination among ryots not to purchase the land also compels the landholder to buy. The poundage collected in all cases of sale of movables or immovable property should also be reduced considerably.

IV (a) & (b). I presume this question relates to wet lands under the ayacut of a tank or other ancient irrigation source. In such cases the right of the ryot to water-supply is appurtenant to the land he occupies. The landholder is bound to supply water, i.e., keep the source of supply in proper condition and allow the ryot to make a proper use of the water as he may customarily be entitled to. Of course the landholder being the proprietor of the irrigation sources is entitled to improve it, store more water, or compel the ryot to make a more economical use of the water and increase the area of cultivation or the number of crops grown. The ryots are bound to supply the customary labour for carrying out minor repairs in the tank or other source. The supply channel if any to fill up the tank should be annually cleared of silt by the ryots and breaches closed. The landholder is not entitled to diminish the capacity of the source to the detriment of the ayacutdars and if he gets a declaration from the Collector under sections 20 and 20-A of the Act then the landholder is entitled to make such use of the land occupied by the source or the source itself as he likes. As the landholder maintains the source in tact at his cost, it is but proper that he must be solely entitled to the fishery in the source unless by contract or grant the ryots have acquired such rights.

V. (a) & (b) Yes. This is most essential. The Government should of their own accord and at their cost proceed under Chapter XI of the Act in the interests of peace in all estates. If the Government is of opinion that the cost should be borne by the landholder and the ryot then the most equitable course will be ; (a) in estates where rent is payable in kind, in the same proportion as the produce is being shared ; (b) in estates commuted cash rent is being paid, the landholder to pay one-third and the ryot two-thirds of the cost as generally ; this is the rent average proportion in which the produce was being shared in Tanjore district before commutation ; or (c) the proportion may be decided in each case by the Collector of the district after notice to both parties with a right of appeal to the Board of Revenue.

VI. No. This has been prohibited for nearly a century and the provisions in the Estates Land Act for the purpose are ample safeguards against such levy. But customary services to be rendered by the ryots should be excepted from this rule. Most of the landholders in the Presidency are temples and other religious and charitable endowments and they will suffer a great deal if this is not done. In fact as early as 1786, Lord Cornwallis was made Governor-General of India with statutory directions (24 Ges. III C 25) 'for settling and establishing upon principles of modern justice according to the law and constitution of India, the permanent rules, by which tributes, rents and services of the Rajas, Zamindars, Polygars, Talugdars and other natives, landholders should be in future rendered and paid.' Such services have been rendered from time immemorial customarily and in some cases they are the subject matter of contract also. This should be continued to be rendered. Otherwise the landholder should not be allowed to levy anything in addition to rent from the ryots.

VI. (a) The ryots have no inherent right in themselves in anything beyond their holdings. But customarily they have been cutting wood necessary for agricultural implements with the permission of the landholder. They are entitled to plant timber trees useful for such purposes and house building as well like portia, babul, etc., and make use of them as they like without rendering the holding unfit for agricultural purposes. Forests have been exclusively enjoyed by the landholders, but with his permission the ryots may be allowed to cut wood for agricultural implements. Taking permission from the landholder would prevent missuse of the privilege. As for grazing of cattle no difficulty being felt as they are grazed in all unoccupied land except reserved forests. Even these reserved forests may be thrown open for grazing without cutting twigs for goats or other heads of cattle. Green manure also the ryots may gather in any place within the estate without detriment to other ryots and where it is to be gathered from forests or other land of the landholder, his permission must be previously obtained.

(b) They have no inherent right. The remaining portion is covered by the answer to part (a).

(c) *Public paths*.—Every member of the public has a right to use them as public thoroughfare and this has been declared to be so by many judicial pronouncements and legislations.

*Communal lands*.—They do not belong to either to the exclusion of other. If they have been set apart for communal purposes by the landholder after the grant to him or after the permanent settlement, they revert to the landholder when the purpose for which it was set apart no longer requires it. Till then the village community has a right to use it for the purpose for which it was set apart and for no other. If it is diverted for any other use without the consent of the landholder, he is entitled to take possession of it and make such use of it as he likes. If it was communal land even before the grant to the

landholder or the permanent settlement, the village community has a right to use it for the purpose for which it is intended and on its being diverted to any other use or it becomes unnecessary the Collector may decide as to whom it belongs and dispose of it accordingly. The provisions of sections 20 and 20-A of the Act are sufficient for the purpose.

*Hill and forest porambokes.*—The tenant has no inherent rights in these. He may use the timber free for making agricultural implements free of cost but with the permission of the landholder. He can be permitted to use the dried twigs or branches without impairing in any manner the value of the trees or other growth. He may be permitted to graze his cattle free. But he has no proprietary rights in these. The landholder alone is in law the proprietor of all unoccupied land in his estate including hills and forests.

VIII. (a) The amended provisions in the Act are adequate and no further provision seems to be necessary. If possible the cumbrous procedure now deemed necessary may be simplified and all applications under Chapter VIII of the Act may be made to the Deputy Collector rather than to the District Collector.

(b) & (c) It is quite unnecessary for Local Government to interfere with the maintenance of irrigation works as Chapter VIII is comprehensive and where landholders fail in their duty drastic consequences follow and the ryots themselves are given the right to execute the work under certain conditions and under the supervision of the Revenue Officers.

IX. This question cannot be answered generally for all estates. In cases where an estate belongs to a single proprietor the holding of a jamabandi may be feasible, as is being done by the Chattram Superintendent in villages belonging to the Raja's Chattrams under the management of the West Tanjore District Board. Similar jamabandi for proprietary estates is held whenever the estate is under the management of the Court of Wards. Such holding of jamabandi is not possible in estates which are owned by several persons. So a jamabandi may not be made a compulsory thing. It may be had whenever the proprietor deems it necessary.

X. The relationship between the ryot and his under-tenants is merely contractual and should be governed solely by the contract creating the under-tenure. The zamindar is not bound to recognize the under-tenant unless he is required to do so in writing by both the ryot and the under-tenant and in any case the ryot should not cease to be liable for the rent.

XI. (a) & (b) No change in the existing system is necessary. But as revenue courts are strange to the procedure prescribed by the Civil Procedure Code, and as the Civil Rules of Practice has been held not to apply to revenue courts, it is necessary that (a) the Civil Rules of Practice in so far as it may be made applicable to revenue courts should be so made applicable; (b) ordinarily only graduates in law who are Deputy Collectors should be posted to courts where proceedings under the Estates Land Act are instituted; and (c) in all cases where complicated questions of title are involved the Deputy Collector must be given a discretion to direct the parties to establish their title in the civil courts or the District Munsif may be appointed "Collector" under the Act for disposing of such suits which may be transferred to him by the District Collector as involving a question of title, otherwise the existing system of courts will suffice.

XII. (a) The zamindar is now entitled only to ordinary rent and one year's rent as damages. The trespasser can be ejected under section 163-A under certain conditions. These provisions are not enough. An unoccupied land, waste, forest and porambokes are the property of the landholder and none should be allowed to encroach upon these lands without the previous written permission of the landholder obtained on application made by the ryot. The landholder should be allowed to enter into separate contracts with such applications and all such contracts should be enforced by courts. In all cases where persons have trespassed without such permission of the landholder they should be liable to evicted summarily.

(b) These are being collected by landholders through the civil court by suit. This is enough and no new provision is necessary but a first charge may be created on the land for these dues.

*In general.*—I would like to add a note regarding the conditions prevailing in proprietary areas in Tanjore district. I am fully alive to the several ryots' organizations and zamindari ryots' organizations, landholders' associations and zamindars' associations and their representations for some years past. The agitation of ryots in proprietary estates that they are oppressed is mainly centered in certain districts in the north. So far as estates in Tanjore district are concerned, there does not appear to be any case of any proprietor harassing his ryot. On the other hand it is the other way. In several

villages the ryots combine against the landholder and refuse to pay any rent. I am aware of several cases where the landholder has purchased the holding for arrears of rent but he is not allowed to enjoy it and generally the right is reassigned to the ryot on payment of even a portion of the arrears for which it was sold. In most villages rent is being paid in kind and is being collected amiably or otherwise appraisement proceedings are taken through court. In many villages amini rent has been commuted into cash rent and it is being collected peacefully. Cases of purchase of the melvaram right by the ryot from the landholder are more than the converse case. By the non-payment of rent by the ryots several proprietors have lost their estates in this district. General statements that ryots are generally being oppressed by proprietors do not apply to Tanjore district.

A survey of all estates in the district preparation of a record of rights and a final settlement of rent commutting all rent in kind into cash rent and preparation of rent roll under Chapter XI of the Estates Land Act is absolutely necessary and when this is done there will be no room at all for complaints of oppression from any quarter.

A. P. L. N. V. NADIMUTHU PILLAI.

**Memorandum by the Bar Association, Kumbakonam, dated 3rd December 1937.**

I. (a) *R. Ramachandra Ayyar*.—According to jurisprudence of the native kings and rulers and according to several judicial decisions the king or the State has been held to possess only a right to a share in the produce and the ryot or occupier has been considered as the owner of the soil, subject to payment to the State, its share of the produce. The following decisions in support of the above view may be referred to 6. M.H.C.R. 208 (215), 20 M. 299 (302), per Bashyam Ayyangar, J. in 27 M. 386 (396), Per Wartrapp C.J. in 12 Bom. H.C.R. 1 (53) 1 M. I.A. 282.

But there is also much to be said in favour of the other view that the landlord is the proprietor. Judicial decisions to that effect are not wanting. The permanent settlement Regulation XXV of 1802 vested the proprietary right in the soil in the zamindars by section (2) thereof. But this has been explained away by the permanent settlement interpretation Regulation VI of 1822.

The zamindar is certainly the proprietor of all waste lands, home-farm or pannai lands under his own direct cultivation, and all unoccupied lands cultivable or otherwise existing within the estate.

So far as the occupied lands are concerned, the preponderant view is that the zamindar is vested only with a right to collect the Rajabogham or king's share of the produce and the ryot is the owner of the soil subject to the above right of the zamindar.

Apart from authority or principle and as beneficial State policy, the proprietary right should be vested only in the ryot and that policy alone is conducive to progress of agriculture. Otherwise, the ryot, by whose exertions the land is made to yield, will have no zest or incentive to resort to intenser or better methods of cultivation and the progress of agriculture, in increasing the national wealth may be said to be doomed for ever.

By the application of such a theory the landlord may not have much to complain so long as a reasonable rent is assured to himself and it would be the path of good sense to agree to such a state of affairs, for the prosperity of the ryot is an asset to the zamindar.

The question is on the whole one of academic importance only, for each has got definite rights in the land. The one is a complement of the other but the ryot's initiative alone can bring more produce. So he must be given the freedom to enjoy and exercise rights, as full proprietor, subject to all the rights of the landlords, now exercised by him in the matter of collecting rent and other safeguards that may be necessary to protect the undisputed rights of the zamindar.

The conclusion that it may be described as a partnership may not be altogether far wrong but the ryot should be the predominating and active partner.

*K. Kuppusami Ayyar*.—The tenant is the proprietor of the soil but his rights are subject to limitations imposed by the rights which the landlord has over the same.

*S. Govindaraja Ayyar*.—Whatever may be the theory of proprietorship of the soil historically, the tenant (ryot) should be recognized as the proprietor of the soil.

I. (b) *R. Ramachandra Ayyar*.—The interest of the landlord in all lands in the occupancy of a ryot is that he is a farmer of revenue or collector of rent or the share of the produce and the ryot is the owner subject to the above right of the landlord. In other portions of the estate, the landlord is the proprietor.



*K. Kuppuswami Ayyar.*—The landlord is entitled to collect the kist or melvaram. The tenant is entitled to cultivate it and use it in any way which will not render it useless for cultivation. If the tenant wants to do anything with the land which will render it unfit for cultivation, it should not be done without the written consent of the landlord and the tenant or his transferee will always be liable to pay the rent.

*S. Govindaraja Ayyar.*—The tenant is the owner of the land and the landholder is entitled to collect the rent.

II. (a) *R. Ramachandra Ayyar.*—Fair and equitable rent is that rent which is a fair proportion of the actual net yield of the soil arrived after deducting all charges and expenses incurred in raising the crop, expenses being allowed for each head at a fair value in money or kind.

*Wet land.*—In the case of wet lands generally speaking 50 per cent net may be taken as fair rent in kind. This will be  $\frac{1}{3}$  gross income.

The ryot may grow any number of crops without a liability for additional rent unless such cultivation entails payment of water charge to the Government in which case, the tenant will be liable to the extent of the water charge and no more.

It may also be said that wherever feasible, the rates of revenue prevailing in ryotwari areas may be had as the standard for the particular class of soil, etc., and determination of rent may be made in the same way as the settlement is made in ryotwari areas.

*Dry lands.*—The existing rates may be retained as "fair and equitable" except in places where they are excessive, in which case it may be reduced by the application of the above principle of half net basis.

*Garden lands.*—In certain places in Tanjore district these are claimed to be rent free and have been held to be so by judicial tribunals. In other places, the existing rates wherever they are favourable may be retained and other excessive rate revised on the abovesaid basis.

*K. Kuppuswami Ayyar.*—Fair and equitable rent as at present understood varies with different localities and with the previous history of each locality with regard to rent. Very valuable rights have become vested in the landholder by his collecting certain rents as permitted and recognized by law.

Fair and equitable rent may hereafter be taken as one-third or the gross produce of the lands wherever the landlord's existing right is affected by the said rate, he may be compensated and wherever rent is lower than one-third the landlord will not be entitled to enhance or increase the same.

In all *nanja lands*, the rent may be fixed as above said. The rent may be calculated on an average of ten years' produce including varying seasons omitting years of flood and drought. The rent payable in cash may be the price of grain-rent payable the price being the rasi price as is found by the Collector from the average prices obtaining in the districts in the months in which the crops are harvested.

The *punja rents* may be left as they are. But when *punja* becomes cultivable with *nanja* crops owing to natural facilities or those made at the expense of the landlord the rent according to *nanja* lands may be collected. Where *punja* is cultivated with garden crops from water taken out of natural sources or those made by the landlord a fair water-rate should be paid to the landlord.

*S. Govindaraja Ayyar.*—Fair and equitable rent is that which corresponds to revenue paid for similar lands in ryotwari tracts.

NOTE.—(1) (All are agreed.) Collection of rent by division of produce every year on the thrashing-floor should be abolished as such system is cumbersome and harassing and not conducive to the best interests of the landholder or the ryot.

(2) *S. Govindaraja Ayyar.*—The *samindari* and proprietary estates should be abolished. The Government may resume the interest of the *samindar* or *melvaramdar* and pay adequate compensation. All lands may be converted into ryotwari tracts so that land legislation may be simple, clear and uniform and so that introduction of beneficial legislation regarding ryotwari lands may also apply to estate lands.

II. (b) *R. Ramachandra Ayyar.*—The following principles may be followed :—

(A) The standard produce will be settled for each area. In doing this, the following considerations will be borne in mind : viz., (i) the soil and the degree of fertility thereof, (ii) the facilities for irrigation and drainage, (iii) the average rainfall. The average yield per acre will be settled if necessary by crop experiments conducted in suitably selected fields.



(B) Cultivation expenses will be deducted. In doing this fair rates of wages will be allowed for manual labour, i.e., living wages. The personal services of the ryot and members of his family will be taken credit in his favour at their reasonable market value. The manure supplied will be given its value at the market rate, costs of seed, ploughing, preparation of seed-bed, preparing the land for transplantation and all charges incurred from sowing to harvesting including kaval fees, silt clearance of channel and minor maramat incidental to cultivation will be allowed.

(C) A percentage deduction of not less than 20 per cent should be made for vicissitudes of season, unprofitable areas, pests and general uncertainty of yield experienced as freaks of nature.

(D) A margin of say 5 per cent should be allowed for the increased standard of life of the cultivating class.

(E) All increase of yield due to improvements effected by the ryot should be left out of consideration. After making these deductions a share of 50 per cent may be considered as a fair rate in kind. This will be very nearly one-sixth gross produce which the Hindu kings are stated to have got proverbially.

The question of money value of the landlord's share may be left to be settled by contract or the price may be computed at the average price of the standard crop which prevailed in the previous year during the harvesting months.

*K. Kuppuswami Ayyar.*—When the rent is fixed at one-third of the gross produce all considerations are self-adjusted, such considerations would be—

- (i) the interest on capital value of the melvaram,
- (ii) the peshkash payable to the Government,
- (iii) the cost of cultivation, and
- (iv) the interest on the capital value of the kudivaram right.

*S. Govindaraja Ayyar.*—All considerations which the Government take into account at the time of settlement of ryotwari tracts may be taken into account in settling the fair and equitable rent in estates.

II. (c) *R. Ramachandra Ayyar.*—There should be statutory provision for remission of rent on the basis that the tenant should always get the cultivation expenses (except in cases of total loss) and out of the remainder, the loss will be shared in the proposition of 1 : 2 between landlord and ryot. There should be no reduction when the diminution is only less than 10 per cent and no rent is payable if the yield is less than cultivation expenses. No remission should be claimable if the loss is due to the ryot's fault. Subject to the above principles, remission should be granted whenever by reason of vismajor or other unforeseen calamities whether by way of flood, drought, failure of rains, pest and the like the yield is diminished.

*K. Kuppuswami Ayyar.*—In all years in which the general yield is below half the average yield in spite of good cultivation, there should be provision for remission of rent on a graded scale. That should be by application to the Collector if the landlord and tenant cannot arrive at an agreement as to remission, with provision for appeal.

*S. Govindaraja Ayyar.*—Provision for remission of rent is necessary. The rules regarding remission of rent obtaining in ryotwari areas may be adopted.

II. (d) *R. Ramachandra Ayyar.*—Ordinarily it may be left to the parties to have the rates of rent settled and revised in accordance with the above principles which may be enunciated and embodied in suitable legislation as universally applicable and where parties are unable to agree, aggrieved parties may be provided the opportunity to resort to tribunals now exercising jurisdiction or other special tribunals if necessary for getting the fair rent settled in accordance with these principles.

*K. Kuppuswami Ayyar.*—It is better to settle the rate of rent once for all but provisions should be made for the alteration in individual cases of fields or for whole village, when the circumstances so change, that there will be a permanent increase or decrease in the yield of the lands and not merely seasonal variations. This can be done by a suit instituted before the Collector or by petition to Collector subject to appeal to the District Collector and a final appeal to the Board of Revenue.

*S. Govindaraja Ayyar.*—Grain share of rent may be fixed once for all by any special tribunal appointed by the Government. Rent may be collected in cash computed at rate prevailing in harvest season of the previous year, to be notified by the Government.

II. (e) *R. Ramachandra Ayyar.*—Not necessary if the procedure of the enunciation of principles and resort to tribunals recommended under II (d) is conformed to.

*K. Kuppaswami Ayyar.*—It is not desirable to have periodical variations and executive action is not desirable.

*S. Govindaraja Ayyar.*—Power need not be reserved to Government.

III. (a) (Agreed view). Existing powers of collection provided for in the Estates Land Act may be retained though they may require some changes in detail.

NOTE.—(1) With the abolition of collection of rent by division of produce, the provisions in the Madras Estates Land Act for appraisalment and division may be deleted.

(2) *S. Govindaraja Ayyar.*—If all estate lands are converted into ryotwari, collection will be taken over by the Government.

III. (b) *R. Ramachandra Ayyar.*—The following modifications may be made :—

Where a holding is alienated by a registered transfer deed the landlord shall not have the right to sell that holding in the hands of the alienee for anything more than the rateable rent on the same.

*K. Kuppaswami Ayyar and S. Govindaraja Ayyar.*—The above recommendations, if adopted, would render sections 24 to 41, 50 to 58 and 73 to 76 of the Madras Estates Land Act unnecessary.

III. (c) (Agreed view).

(i) Court-fee on plaints may be reduced to small cause scale.

(ii) Gazette publication in execution sales may be abolished.

(iii) Poundage (newly introduced by Act VIII of 1934 for sales of immovable properties need not be levied.

(iv) Every ryot, on registration as ryot, shall furnish in writing to the landlord his address for service of notices required by the Act and shall notify changes thereof from time to time in writing.

IV. *R. Ramachandra Ayyar.*—(a) The rights of tenants to water-supply should be made appurtenant to the holding. It should not be matter of contract. He may also be entitled to the natural rights appurtenant to land such as riparian right as recognized in all systems of jurisprudence.

(b) Subject to abovesaid rights of the tenants, the landlord may retain the rights now vested in him under the law for the time being in force.

*K. Kuppaswami Ayyar.*—(a) It is not a matter of contract between the landlord and the tenant. Both being interested in the land, both have got rights. The tenant has got a right to the water without detriment to similar rights of other tenants and landlord. Every tenant can take the water he requires under the above condition.

(b) The right of the landlord cannot be called the superior right. It can be called a right to supervise and control, which right the landlord has to exercise and regulate the water-supply without interfering with the rights of the tenants.

*S. Govindaraja Ayyar.*—(a) & (b) Right of tenant to water-supply is inherent as being appurtenant to land. Other aspects of the question require further study. I am not able to answer at present.

V. (a) (Agreed view). Yes.

(b) *R. Ramachandra Ayyar.*—Equally.

*K. Kuppaswami Ayyar.*—The charges should be borne by the tenant and the landlord in the proportion of the yield to the rent but 50 per cent each may be levied as usually done at present.

*S. Govindaraja Ayyar.*—Tenant may be made to bear charges as in the case of ryotwari areas and the balance by the landholder.

VI. *R. Ramachandra Ayyar.*—No.

*K. Kuppaswami Ayyar.*—Levy by way of indemnification of the landholder for any responsibility cast upon him with regard to the estate or for covering expenses incurred for the benefit of the tenant may be collected. Levies in the nature of personal payment to the landholder should be not collected.

*S. Govindaraja Ayyar.*—I agree with *K. Kuppaswami Ayyar.*

VII. *R. Ramachandra Ayyar.*—(a) The right of tenants (i) to graze cattle on all communal lands, grazing ground, porambokes and on the holdings. (ii) to plant trees,

enjoy their usufruct or cut them even where they exist on poramboke channel bund adjoining the holding should be recognized. Similar in the case of collection of manure, taking earth or stone or sand from beds of rivers or tanks or over porambokes within the limits of the estate should be recognized.

(b) Yes.

(c) The rights set out in VII (a) should vest in the tenant and should be free of cost as in (b). As regards public paths existing rights shall be maintained. The ryots and general public should have the freedom of user of public path without interruption and they shall be maintained in accordance with local usage.

*K. Kuppuswami Ayyar.*—(a) So much of the lands as may be necessary for the use of the tenants for the use of the local natural facilities should be set apart for communal use. That should be subject to the control of the landlord so that the right may be utilized only for the land of the tenant and not for extraneous purposes.

(b) Collection of green manure and wood for agricultural implement should be for the cultivation of the land under the landlord and not for domestic purposes. Grazing of cattle is for domestic as well as agricultural purposes.

There can be no inherent right to things on lands which are not the property of the tenant but can only be appurtenant to land for its beneficial use.

(c) Public paths and communal lands are common to the landlord and tenants. Hills and forest porambokes are the properties of the landholder till they are assigned to the tenants. The condition of assignment should be left to the Zamindar. The maximum rent payable after assignment should be regulated by law.

*S. Govindaraja Ayyar.*—I am not able to answer these questions, now.

VIII. (Agreed view).

(a), (b) & (c) The provisions as to maintenance of irrigation sources under the present law in chapter VIII of the Madras Estates Land Act as amended by Act VIII of 1934 appear to be sufficient.

IX. *R. Ramachandra Ayyar.*—Not practicable.

*K. Kuppuswami Ayyar.*—They may be made but need not be compulsory.

*S. Govindaraja Ayyar.*—I agree with *K. Kuppuswami Ayyar.*

X. (1) & (2) (Agreed view).

The legal status of the under-tenant may be regulated by existing practice or contract between tenant and under-tenants. The latter has nothing to do with the landholder but the crops in the possession of the under-tenant will be liable to be produced against by the landholder as if the same were in the possession of the tenant.

XI. *R. Ramachandra Ayyar.*—(a) Board of Revenue need not be the final appellate authority. The High Court may be such appellate and revisional tribunal.

(b) Civil Courts.

*K. Kuppuswami Ayyar.*—(a) & (b) The Board of Revenue may be the final appellate authority and the proceedings between landholder and tenants will best be tried in revenue courts at as present.

*S. Govindaraja Ayyar.*—(a) & (b) Considerations of expeditiousness would favour the Board of Revenue and the present revenue courts. Considerations of convenience in applying the laws of procedure, etc., would to some extent favour the High Court and civil courts. Special revenue tribunals presided by Judges having experience of civil law may be created and the High Court may be the final appellate authority.

XII. (Agreed view).

(a) The remedy now provided is sufficient so far as eviction or recognition is concerned.

(b) *K. Kuppuswami Ayyar.*—The Zamindar should be given a charge on the rights of inamdars for jodi, etc., and for rent due.

*S. Govindaraja Ayyar.*—I have not sufficient knowledge or experience of such rights and I am unable to express any opinion thereon.

C. S. DESIKACHARI,  
Secretary.

**Memorandum by Mr. V. Aravamudu, Bakshi Store, East Main Street, Tanjore,  
dated 23rd November 1937.**

I. (a) The tenant ought to be deemed as proprietor.

(b) The zamindar or inamdar is only a collecting agent or assignee of the Government revenue. The Government land assessment is only a royalty for carrying on the Government. The Government at no time owned the land for purposes of cultivation. Hence the tenant whose predecessors in title owned the land cultivated it and enjoyed the produce thereof subject to the payment of the royalties ought to be deemed as the proper person entitled to the property and as such the proprietor.

II. (a) One fourth of the net produce.

(b) (1) The cultivating expenses.

(2) The guarantee for labour and other necessary requirements for the next year's cultivation.

(3) the marketing expenses of the produce.

The net produce after defraying the harvesting expenses on the thrashing floor and providing for the above expenses may be shared between the landholder and the tenant in equal halves.

(c) Yes ; on principle that no rent should be payable if the yield in any year is not more than one-half of the normal produce.

This one-half will be required by the tenant for arranging for the next year's cultivation. The normal yield should be fixed for each field and exhibited in the accounts.

Where the yield is between half and three-fourths of the standard normal yield remission should be allowed to the tenant proportionately.

(d) I would prefer the sharing system without any drastic conditions to the inconvenience of the ryot in the matter of taking the landholder's share to his granary. Of course the parties (landholder and tenant) may be left to contract for the payment of the landholder's share ; but no contract should be enforceable for more than one year.

Settlement of fair and equitable rent by court and enunciation of principles for determining it have often worked hard on the ryots both by the determination and by the recovery of the determined rent during times of famine, economic depression, drought and other seasonal vicissitudes.

(e) This question will not arise in view of my reply to question (d) it may not be expedient for the Provincial Government to have reserve powers to set at naught the decisions of courts, if courts ought to be invested with powers to determine the fair and equitable rent. If at all anything in that direction is necessary, it should be only through an Act of Legislature after ascertaining the popular feeling at the time. Wherever there is at present great disparity between the assessment of neighbouring Government villages, and the rent of the estate villages, where rent has already been fixed and settled, of course the Provincial Government should have reserve powers to revise or alter or reduce the rents, by executive action through their Revenue Officers preferably the District Collector. There should not however be elaborate settlement processes. The ryot in such cases should be given the option of paying the landholder's rent by a sharing system or to pay rent at rates revised or altered as above by executive revenue authorities. The rent to be fixed by the Revenue authorities should be or should not exceed the average of the rates of assessment prevailing in neighbouring villages of Government as was done at the inam settlement to calculate the amount of Government revenue foregone in favour of the inamdars. The average of the assessment of neighbouring Government villages should however be carefully ascertained. That is an average of the rates should not be made. The total assessment of the village as per several rates according to classes of taram settlement should be taken and divided by the area. This rate should be taken as the rate of assessment of the neighbouring village and further proceeded with.

III. (a) Yes ; the produce instead of the land should ordinarily be secured for the payment of rent which should be made payable on the thrashing floor without causing inconvenience to the ryot. Of course, the produce should not be removed from the thrashing floor until the landholder's share is paid. The ryots should be made to correctly appraise his income from the land for the year without any liability or anxiety of the burden of arrear of rent which almost kills him afterwards, and subjects him to indebtedness and untold miseries.

The landlord should be made to be vigilant over the harvest of crops and arrange for receiving his share of the produce without the ryot unduly waiting for him or guarding the produce on that score, wherever the rent is taken by sharing the produce.

(b) Distraints of movable properties for arrears of rent are at present to be dealt with by the landholder ; but their sale has to be held on application to the Tahsildar of the taluk who sends them to the Revenue Inspectors of the firkas. These Revenue Inspectors take their own time to sell the distrained properties. It sometimes takes even six months. The landholders should be empowered to dispose of the distrained properties themselves or through authorized agents or the Revenue Tahsildars and Revenue Inspectors should be made to hold the sales within one month of the receipt of sale applications. Defaulters will have remedy in the case abuse of powers.

(c) Sale of holdings should be put a stop to. It should not be provided for except under exceptional circumstances. Produce should be the first thing to be proceeded with. Where the landholder is unable to realise it from the produce, for valid reasons to be stated by an affidavit, sale of holdings may be provided. Of course, removal of the produce by the ryot without paying the landholder's share should be penalised. Where sale of holdings is inevitable and provided for, there should be no difference in procedure between the sales held by the Revenue authorities for realization of arrears of revenue, the landholders rent being recognized as the first charge next to that of Government dues on the ryot's holding. It is however undesirable that sales should be held in the village, by Revenue Inspectors of Summary Amins. The sales should either be held by the village panchayats at a properly assembled meeting where village panchayats are functioning or at the Taluk Office by the Tahsildar or Stationary Sub-Magistrate. Gazette publications of sales under the present provisions of the Estates Land Act have done no good to defaulting ryots except mulching them with exorbitant publication charges, which come to Rs. 6 in each case. Where a landholder by reason of his not being able to realize an arrear of rent of Rs. 2 the ryot is now made to pay Rs. 12. The amended Act of 1934 has taxed the ryot too much even though it was proclaimed to safeguard the ryots' interests.

IV. (a) The rights of water-supply are inherent as being appurtenant to the land. Even though they might have been a matter of contract when new irrigation sources were first provided, it cannot be said to be so now, as the parties are unable to know now what the terms of the contract were when the source was first provided. Landholder can have a right to claim a portion of what grows over the surface of the soil. He is not entitled to all that is appurtenant to the soil, e.g., springs, mining rights, benefits of percolation due to riparian facilities.

(b) (i) The landholder has no superior right in the water sources. In wells he has no right at all. For whatever is raised with the ryots' well-water, the landholder ought not to get anything higher.

(ii) In the matter of tank irrigation, the landholder and the ryots have got equal rights and liabilities ; the landholder owning the tank and the ryots the right to regulate and use the water for irrigation. The landholder is liable to see that the tank and sluices and supply channels are kept in proper repair and the ryots are liable to see, that the tanks get full supply, that the bunds are carefully preserved and conserved during rainy season to prevent breaches and wastage of the stored water.

(iii) In the matter of irrigation direct from the natural streams or rivers or other Government irrigation sources the landholders and ryots have got equal rights both being entitled to the benefits of irrigation by sharing the produce. Where however the ryots are made to pay water-rate to Government, this should be added to the costs of cultivation before sharing the net produce ; or in other words the water-rate should be shared equally by the landholder and the ryot just as local cesses.

V. (a) Yes ; but this should be done at cheap cost.

(b) Where Government have interest, i.e., have the right to water-rate and are actually getting water-cess revenue, they should also bear the cost. All parties to bear the cost in equal shares. The existing provisions do not provide for the maintenance of land records. Section 145 gives powers to landholders to sanction patta transfers and subdivisions of holdings, without corresponding provisions for subdivisions of surveyed holdings according to the provisions of the Survey Act as is done in the case of ryotwari holdings. This defect should be rectified. It should be made clear who should sanction subdivisions in surveyed areas and how Government as well as estate (landholder's) records should be maintained.

VI. Yes; in the case of village deities which are maintained by the landholder for the village community. If these deities are taken away from the landholder's control and handed over to village panchayats and if the landholders be entirely freed from any liability to maintain them or in anyway contribute towards their maintenance no levies should be demanded by the land holder.

Local cesses should continue to be borne in equal halves by the landholder and the tenant. But the landholder should not be made to advance the whole of the cesses in the first instance and left to recover one half from the ryots. The Government or the local authorities should assess and collect the portion due by the ryots from the ryots direct. Of course the provisions of the Local Boards Act would have also to be suitably amended.

All other demands for levies should be done away with.

VII. (a) *Rights of tenants.*—Trees on holdings are already the property of the ryots. Trees on communal porambokes which do not stand on the boundary between ryoti lands and porambokes should no doubt be controlled in the interests of the ryots as a whole by the village panchayat who should be empowered to grant wood for agricultural implements. Sufficient space should be provided for a grazing of cattle free. There can be no restriction for collection of green manure by the ryots from poramboke lands and from non-holdings free of cost. Landholder should not impose any restrictions on the utilization of natural facilities.

(b) This question is laconic. If it concerns any forest area within estates, of course the tenants have inherent rights to take and use head loads for their domestic and agricultural purposes free of cost. Such forests should be disafforested and should not be constituted reserved lands nor should any provisions of the Forest Act extended to them. The very existence of shrub growing forests connotes that there had been difficulties in that area in the matter of reclamation and extension of cultivation and the little benefits which the lands around them may enjoy (at the risk of their crops due to the bushing tract sheltering devastating creatures) should not be denied or taxed.

(c) Public paths are the property of the public in general whether they are tenants or not. So also communal lands such as bathing and drinking water tanks, burning and burial grounds, cattle stands and the like, streets, nattams, etc. As regards forest porambokes—vide reply to question (b) above. I would not like to call the forest area as poramboke. Ryots should have free permits to graze their cattle and gather manure leaves from forest for agricultural purposes. Picking up a head load of dried twigs in wooded forests for domestic use is customary though it has been attempted to be restricted by extending the provisions of the Forest Act. Any use by non-agriculturists and professional labourers may be made a source of income to the village panchayats who should be constituted as the proper authority to deal with the hills and forests for the benefit of the village community. Unless the hills and forests are wooded area with valuable timber trees or otherwise deserving preservation, the landholder cannot aspire to get any income from such lands until and unless they are brought under plough. The village panchayat should be empowered as the proper authority to extend the cultivation of the village and deal with admissions to waste lands for extending cultivation.

VIII. (a) This has already been dealt with in reply to question 4 (b). Irrigation channels and irrigation tanks with all their appurtenances, sluices, supply channels, surplus courses and surplus weirs should be maintained in proper repair by the landholder. Silt clearance of irrigating minor channel (as opposed to supply channels) within the limits of the village should be done by the ryots under kudimaramat system. It will be the duty of the ryots to impound water into the tanks and guard the bunds after storage and prevent wastage.

(b) The existing provisions of the Madras Estates Land Act seem sufficient to bring home to the landholder the paramount duty of maintaining irrigation sources and works.

(c) There may be meek tenants dreading the zamindar or landholder. It would be desirable to vest in the Government powers to undertake *suo motu* the repair and maintenance of irrigation works on the failure of the landholder to take up and complete such works within a given time after notice based upon reports of Revenue Officers not lower in rank than a Tahsildar or a Deputy Tahsildar in independent charge: such works should be taken *suo motu* by Government only after the Revenue Divisional Officers inspect them and certify to the necessity for the same. When such works are undertaken, they should be caused to be carried through a village panchayat or in the event of a regular village panchayat not functioning through a temporary panchayat formed in the village for the purpose. The system of entrusting works of ordinary maintenance of irrigation sources to professional contractors through the Public Works Department is not what is desired or desirable.

IX. Jamabandi is quite necessary. The landholder's demand on the ryot's holdings should be let known to the ryots every year within the year as in the case of ryotwari villages. To this extent it would be advantageous to invoke the provisions of the old Rent Recovery Act of 1865 which made it compulsory for the landholder to tender a patta every year to the ryot within the year and enforce its acceptance. It may be expedient for the Revenue Divisional Officer to conduct the jamabandi and furnish a rent roll to the proprietor every year.

This would obviate the necessity for filing a number of suits towards the determination of the ryots' rent payable by the ryots to the landholders. The landholder's business will be simply to tender patta to the ryots following the rent roll. If the Revenue Divisional Officer be not the Jamabandi Officer, the karnams responsible for the correct preparation of the rent rolls would neither be prompt nor sincere.

X. The zamindar is an agent or lessee of the Government revenue. There can be no difference between a ryotwari pattadar and a zamin or estate ryot in the matter of dealing with his under-tenant. The under-tenant should have nothing to do with the landholder except in so far as the produce raised by him will be affected when distrained for arrears of rent due by the ryot. In respect of this, the existing provisions of the Madras Estates Land Act serve sufficient. So also the existing provisions for the realisation of lease amounts due by under-tenants to the ryots seem sufficient. The ryots should be empowered to have control over the crops raised until their lease amounts are realized.

XI. (a) The Board of Revenue should continue to be the final revisional authority in proceedings between the landholders and tenants; but to meet the ends of justice the revisional powers should be exercised by the joint sitting of at least two Commissioners of the Board of Revenue instead of the Revenue Commissioner alone as at present. It is only that the majority view (the lower authority, i.e., the Collector and the revisional authority two members of the Board of Revenue) can be made to prevail. No special tribunal need be constituted.

As regards the final appellate authority, the existing system may continue, i.e., through the District and High courts.

(b) Revenue courts are the proper form for proceedings between landholders and tenants. Representations in other courts will be inaccessible to the ryots and impossible without pleaders and advocates. As far as possible the proceedings should be very cheap and should not cost the ryot much. Advocates do not even grasp rightly what their clients (ryots) represent in matters connected with the proceedings under the Madras Estates Land Act. Hence the revenue courts will be the proper form to settle disputes and suits between landholders and tenants.

XII. (a) Landholders should be entitled to ordinary rent in respect of all unauthorized cultivations too. Encroachments upon communal porambokes should not only be evicted but also be penalized under the procedure adopted in Act III of 1905. The eviction cost should be recoverable and the police should be entrusted with warrants of eviction to be issued by the Revenue Divisional Officer and Subdivisional Magistrate. The penalties levied should be handed over to village panchayats. As regards waste lands, the encroachments or assignments on application should be dealt with by the village panchayat on the best terms that could be secured for the village community as a whole. The landholder should no doubt be protected where persons unauthorizedly enter upon and cultivate lands the rights of the ryots over which have been extinguished, acquired, inherited or purchased at rent sales and symbolical possession has been obtained by him.

If such lands are unauthorizedly occupied he should be made entitled to twice as much as the ordinary rent on similar lands with similar advantages as mesne profits from the date of purchase. The police should be made to assist the landholder in such cases and in putting him in possession of the property on showing the sale certificate or copy of the delivery account in his favour, leaving the unauthorized occupant to assert his claim by a suit in a civil court.

(b) When the landholder is entitled to jodi, poruppu, kattubadi or kaval fees from the inamdars and such a claim has been recognized at the inam settlement it is but fair that it is made a charge upon the inam land next to that of Government. Where the inam has been parcelled out and subdivisions have been brought to account and recognized, the landholder should be given intimation and particulars thereof so that the landholder may recover the same from the inamdars in consonance with Government accounts. Where such subdivisions have not been recognized by Government the landholder should be entitled to recover his demand from any land in the inam village irrespective of individual ownership of portions of the inam. The landholder should, of course, recover the same by suits in the civil court.

V. ARAVAMUDU.

**Memorandum by Mr. Tyagaraja Sholagar, a member of the West Tanjore District Board, on behalf of the zamin ryots of Mudukkur, Pattukkottai taluk, Tanjore district.**

- I. (a) Only the tenants.  
(b) They have got all rights.
- II. (a) Rs. 1-8-0 per acre in the case of wet lands and Re. 0-12-0 per acre in the case of dry lands.  
(b) Cost of cultivation, current prices, and water-cess should be taken into account.  
(c) Yes; for loss or damage caused by floods, drought, pests and storms.  
(d) Rent should be settled once for all.  
(e) Yes.
- III. (a) Yes.  
(b) In such a way as to avoid the delay that occurs in court proceedings, ex parte decrees and irregular attachments and to circumvent the improper methods adopted by the zamindars for obtaining decrees on the basis of the grossly exaggerated accounts furnished by them.  
(c) Reply to this question is not known.
- IV. (a) The rights are inherent as being appurtenant to the land.  
(b) No.
- V. (a) Yes.  
(b) Fifty per cent each.
- VI. No.
- VII. (a) The rights with regard to the utilization of such facilities belong to the tenants.  
(b) Yes.  
(c) As these are used by the tenants, the rights with regard to these belong to them. But if these are cultivated, rent is due to the landholder.
- VIII. (a) The principles should be the same as those which are followed in ryotwari villages.  
(b) Yes.  
(c) On application by the parties.
- IX. Yes.
- X. The under-tenants should have facilities in regard to housing and the right to utilize local natural facilities.
- XI. (a) A Special Tribunal or the High Court should be the final authority.  
(b) In civil courts.
- XII. (a) The entire income for the first year from the land occupied in an unauthorized manner should be given to the zamindar as compensation. Thereafter, the zamindar should have the right to collect rent every year according to the rate prevalent in the village.

*Additional suggestions.*

Zamin villages should be like ryotwari villages. The zamindar should not ask the tenants to work for him without wages. The tenants should have the right to remit the rent due to the zamindar by money-order. If the committee considers that the zamindar is justified in collecting kaval and jodi, the amount so collected should be spent only for the benefit of the respective villages in proportion to the amount collected in each village. If the zamindar fails to do so, the tenants should have the right to inform the authority concerned about this and have these levies cancelled or revised. Statutory provision should be made vesting power in those concerned for examining once in ten years the rent payable on wet and dry lands. The zamindar should grant pattas at least once in five years. Topes should be assessed as dry lands. No statutory provision whatever has been made by the Government in respect of the payment of water-cess by the tenants in the zamindari areas. The zamindar too does not come to any agreement with the tenants in regard to the payment of water-cess. The Government should not distrain the crops of the ryots for arrears of rent due to the zamindar. The tenants in the zamindari areas which are irrigated by the Mettur project are in a pitiable condition, as they have to pay the water-cess fixed by the Government on the one hand and the rent due to the zamindar on the other.



**Memorandum by Mr. A. Sitarama Ayyar, Nidamangalam, dated 28th November 1937.**

I. The owner of the soil is the man who actually works in the land. The zamindar is only a middle man who collects rent whereas the tenant has got an attachment towards the land without which he cannot eke out his livelihood.

II. A fair and equitable rent is 25 per cent of the net income after deducting the cost of cultivation. For fixing a fair and equitable rent the cost of cultivation and the vicissitudes of season should be taken into account.

III. There should be statutory provision for remission of rent in exceptional cases such as failure of rainfall, drought and flood. The rate of rent should be determined by the court whenever it becomes questionable. The Provincial Government should have reserve powers to revise the rents when they are not equitable.

IV. The powers of collection of rent given to the landholders under the Madras Estates Land Act do not require any revision if the *rent is paid in kind*. The collection of rent should be done then and there as in ryotwari system by prompt action without accumulation of arrears.

V. The rights of the tenants to water-supply is inherent in the land.

VI. All the estates should be surveyed and record of rights should be maintained compulsorily. The cost should be borne by the landholder and not by the tenant.

VII. The landholder should not demand anything except the rent from the tenant.

VIII. The tenant has got every right to the utilisation of natural facilities, and has also got a right to use them for his domestic purposes. Except the private property of a landholder, the tenant has got right to public paths, communal lands and poramboke.

IX. Irrigation sources and works are to be maintained by Government. The repairs may be done by the tenant under the kudimaramat system such as silt clearance in canals. The powers should be vested in the Government.

X. Jamabandi is a farce and should be abolished.

XI. The Board of Revenue should be the final authority in proceedings between the landholder and the tenant till its abolition. In unauthorised occupation of land by tenants, the landholder can evict them. No revision is necessary with regard to collection of jodi, poruppu, kattubadi from inamdars by landholders.

A. SITARAMA AYYAR.

**Memorandum by Sir T. Desikachariar, Kt., Trichinopoly, dated 30th November 1937.**

I. (a) & (b) According to Harris (Voyages, Vol. I, page 685), "*zamin* signifies *land* and *zamindar* is *one who possesses land*; who pays some acknowledgment to the Emperor; but who is notwithstanding, *the free lord of his inheritance*. The zamindar and jaghirdar both possess lands; but by very different titles; for, *the former is a free holder*; and the latter a tenant-at-will, by the grant of the Emperor; *dar* signifies a possessor: that is to say, one who holds or enjoys anything."

Sir John Shore in his minute quoted in "the Fifth Report" observes:—

"I consider the zamindars as the *proprietors of the soil*, to the property of which they succeed by right of inheritance. The privilege of disposing of the land by sale or mortgage is derived from this fundamental right and was exercised by them before we acquired the Dewanny."

Dr. Ghose in his Hindu Law observes as follows:—

"Many of the impartible zamindaris were originally principalities and the rules of succession of the former have come to be regarded as applicable to them. The Polliems of Madras are among the class of impartible estates."

Diwan Bahadur Srinivasaraghava Ayyangar in his "Forty Years' Progress in the Madras Presidency" observes as follows:—

For a proper understanding of the relations between zamindars and ryots, it is necessary to briefly glance at the state of the case before the permanent settlement was carried out in the beginning of the last century and to form some idea as to how far the relations then subsisting have been affected by subsequent legislation and judicial decisions. Ancient Hindu Law recognised only two beneficial interests in land, viz., (1) that of the *sovereign* or *his representative* and (2) that of the *cultivators* holding the land either individually or as members of a joint family or a joint village community. Neither the sovereign nor the cultivators had *unlimited proprietary right or full ownership in the modern sense*.

The sovereign's right consisted in his power to collect a share of the produce of the cultivated lands, known by the name *melvaram* in the southern districts of the Presidency; and this *melvaram* is not *rent* in the strict significance of the term. The share of the *ryots* or *cultivators* is known by the name *kudivaram*; and by *ryots* is to be understood 'the cultivators who employ, superintend and assist the labourer, and who are everywhere the farmers of the country, the creators and payers of the land revenue.' *The ryot's right to land arises from mere occupation; and is not derived from the sovereign in the manner in which the right of an English tenant is, under modern English law, derived from his landlord.* The relation between the Government and the ryot may perhaps be described as one of co-partnership, but it is certainly not that of landlord and tenant. The ancient Hindu law books clearly establish this position.

Thus according to the common law of the country, there are two distinct interests in the land recognised, viz., the *melvaram* and *kudivaram*. *Melvaram* belongs to the Government or the assignee the Zamindar; and the *kudivaram* to the ryots.

There are also two distinct classes of land, viz., one *pannai*, *kamar*, home-farm or private lands and the other *Aiyan*, *Jeroyati* or peasant lands. In the first class of lands both the *kudivaram* and *melvaram* rights belong to the zamindar; and in the second only the *melvaram* right alone. The bulk of the lands belong to the latter class, and so the presumption must be that land not proved to be *private land* must be *peasant land*: that is to say cultivable land. There were also uncultivable lands.

As regards waste lands, the zamindar is *no doubt the proprietor* by virtue of Regulation XXV/1802 and his claim to the trees growing on such lands has been rightly allowed by decisions of the highest judicial tribunals in the present constitution.

In the forms of *sannad* issued to zamindars before 1870 it was recited that the British Government had resolved to grant to zamindars and other landholders, their heirs and successors a *permanent property in their land* for all time to come, and to *fix ever a moderate assessment of public revenue* on such lands, which shall be never liable to change under any circumstances, advised them to enter into engagements with their ryots either for rent in money or in kind. And being confident of enjoying the fruits of his industry, he, the zamindar should conduct himself with good faith to his ryots whose prosperity was inseparably connected with his own; he was advised to treat them with tenderness, encourage them to improve and extend the cultivation of the land and lay the foundation of his own happiness and the permanent prosperity of his zamindari.

The effect of legislation on the relations between zamindar and ryot cannot be better expressed than in the excellent summary of it by the Hon. Mr. Forbes in his speech introducing the first Bill of the Estates Land Act (1908) in Council:—

"Now let us hold the scales evenly, distributing the benefits which the Bill proposes to confer and remembering that the value of a thing to a person does not depend on its intrinsic cost. On the side of the Zamindar, if this Bill passes into law, he will be given a right of hypothec over the ryot's holding, a first charge indefeasible by any encumbrance; he will be given the right to enhance rent with reference to the prices; he will be empowered to enter and measure the ryot's lands and have the *shist* altered accordingly; he will have the benefit of 'survey and a record of rights'; he may sue on a *patta* which is substantially correct and the *patta* may be for more than a year; he can sue for the whole of the recoverable arrears before the Collector without the expense of a civil suit; and last but not least, he has been given a ryot, who, secure in his holding, and a free man, will have every encouragement to extend and improve his cultivation and so add to the landholder's prosperity. *It is a universal proverb in this country that the prosperity of the ryot is the prosperity of the Raja.*

"On the other side, the ryot will be confirmed in his ancient rights; he will be secured in the occupancy of his holding from which he cannot be ejected so long as he pays his *shist*; nor can his *shist* be enhanced except by suit before the Collector; and he is given the right to have the irrigation of his fields secured; to have the communal lands of his village saved from wanton usurpation; the user of his lands has been defined; and his right to make improvements declared."

The present rights of the landholder in 'Ryoti land,' 'private land' and 'communal land' and those of the ryot in ryoti land are set out in the Estates Land Act of 1908 which has been amended by Acts VIII of 1934 and XVIII of 1936.

It is difficult to separate the interest of the Zamindar from that of the ryot. They are not in a position of landlord and tenant. They are in the position of the sovereign who is entitled to the *Raja Bhagam* and the occupant of the soil who has to be protected and encouraged so as to improve by mutual effort the land granted to the zamindar as proprietor of which the ryot is the permanent occupant.

II. (a) Chapter III of the Estates Land Act enacts general provisions relating to the rate of rent payable by ryots. The rate of rent for the time being lawfully payable by a ryot shall be presumed to be fair and equitable until the contrary is proved (Section 28). Provision is made also for the enhancement of rent (Sections 31, 32 and 36), reduction of rent (Section 38), commutation of rent (Section 40), alteration of rent (Section 42), and remission of rent (Section 39-A).

(b) The rent paid by ryots in settled areas cannot be viewed as economic rent as understood in western countries or changed in accordance with any supposed economic or political considerations. Fair rent is capable of being arrived at in many ways. In the Malabar Tenancy Act, a method is suggested which we cannot adapt to another part of the country. The rate will change even from village to village. But as already observed the position of the 'Zamindar' or 'Landholder' in an 'Estate' is not that of a 'Landlord and tenant.' The 'melvaram' and 'kudivaram' have to be determined by considerations arising from accustomed usage relating to the division of the two warams.

(c) The answer to this question is in the negative. The zamindar's sannad prescribed payment of the *jumma* without any reference to the failure of seasonable rains or to famine or flood. The zamindar has never been permitted to enter into any contract which would have had the effect of reducing the revenue due on the land. These must have been taken into consideration when the fixed rents in kind or money, varying or not with the crops were settled. These were the rates apparently prevailing even prior to the permanent settlement. A statutory provision for remission must be difficult to devise to suit various contingencies in diverse cases. Therefore Section 39 (A) of the Estates Land Act limits the provision for remission to specified cases which do not fall within the category of rent or revenue levied for over a century at a uniform rate. The enactment of any other provision for remission is bound to create a fruitful source of strife and discord between the landholder and the ryot and is not likely to relieve the latter in any beneficial manner. The best thing is to leave it to the good sense of the landlord in the promotion of good relations between himself and his ryot. Relief in such cases must be dictated by principles of humanity rather than rules of law.

The prescription by statute of a rule of remission must inevitably lead to an inquisition full of evil consequences to the landholder and the ryot alike.

(d) The fixing of a money rent in lieu of the sharing system is extolled as good but is assailed as bad when the price of food grains falls. It is difficult to fix a fair rate for all time, for any area, having regard to the true position of the zamindar and the occupant of the soil as already set out. Chapter III of the Estates Land Act was framed after a careful consideration of this question and the rules and presumptions in the general framework of the legislation bearing on 'fair and equitable rent' seem to answer the purposes of the landholder and ryot. It is in itself oblivious of the true relation between a 'landholder' and 'ryot.' It, however, lays down the rule based on the line of least resistance. No fresh enunciation of the law or creation of a tribunal seems called for.

(e) It is against the principle of the permanent settlement with the Istimirar holder, contrary to the just and generous spirit which prompted the restoration of his *palayam* to the ancient holder of a Military Raj, opposed to the terms of the sannad which advised the landholder to deal with the ryot so as to reap the fruits of industry and improve estate for the benefit of himself and his ryot, for the Government, to, in any manner interfere by executive action with the relations obtaining between them: indeed it would be a manifest breach of faith and distinct violation of the assurances conveyed to the proprietor in the Sannad Milkeyat Istimirar. Instead of strengthening the bond between them, this will be introducing a wedge which is bound to create and gradually diffuse the cleavage between the proprietor and the occupancy tenant which must be injurious to both of them and to the State alike.

III. (a), (b) & (c) The tender of patta, which hardly results in a muchilika in many villages to thousands of ryots is a meaningless formality entailing vast labour and expense and giving rise to uncalled for and vexatious situations. Yet this tender of patta is needed for the process of distraint being available to the landholder without going to suit. The process itself is attended with risk and in the growing recalcitrancy of ryots due to various causes, the utility and potency of distraint proceedings are uncertain. The produce becomes easily that of 'the neighbour' and the cattle that of the 'brother-in-law.' To guard the cattle and the grain from being transported into other hands, men and money are needed. Thus the first charge for rent on the holding and the produce is rendered a fiction and a farce.

There must be some provision devised for avoiding the frightful waste of money and energy in tendering pattas while the ryot knows his holding and could easily have any change entered in the Zamin Adangal. An annual 'Jamabandi' without the ceremony

and expense which now often attends this function may enable the landholder and ryot to be liberated from the farce of tender of 'Patta' and exchange of 'Muchilika.' There must be an effective remedy to prevent the transfer of the crop or cattle distrained and protect the first charge on the produce and provide for the safety of the distraining agency and the avoidance of a riot. Legislative authorization of distraint and sale by the landholder with suitable safeguard must replace the present cumbrous and, in the result, useless procedure.

The procedure prescribed for realization of the rent by sale of the holding is equally inefficacious and fraught with trouble and expense. By the time proclamation is made in the gazette and fees are paid and the Collector moved to bring the land to sale, much delay ensues and often for want of a bidder the proprietor has to bid for it and the land so bought is still ryoti land. Thus much good money is thrown after bad and the proprietor is in a deplorable situation which can be more imagined than described. All this complicated procedure must be simplified, if the proprietor has to collect any rent hereafter and render his dues to Government as *peishkush* and local cesses.

Attempts to recover rent are easily baffled. Let me give instances :—

"The landholder cannot transfer his rent decree with advantage, for it has been declared that an assignee cannot enforce the charge which enures only for the benefit of a decree-holder *qua* landholder under the Act. The landholder cannot institute a suit for rent during the pendency of any summary proceedings in distraint or sale of holding and by the time these proceedings come to an end many years later and often prove futile, the time limited for a suit for rent may be barred."

A receipt for rent must be given. The appropriation of that rent is for the *fasli* mentioned by the ryot. He may be in arrears for previous *faslis*. Still if a receipt be given as required by statute what becomes of the arrears ?

I can multiply these difficult situations : but my purpose is not to argue the case for the landholder or the ryot. It is but to focus attention to the dire necessity of making the existing procedure simple, reasonable and effective in the interests of the landholder and the ryot alike.

IV. (a) & (b) Their Lordships of the Privy Council observed as follows in the *Utlam* case :—

The permanent land settlement in the Madras Presidency proceeded on the footing that whatever might have been the interest of the zamindars and other landholders prior to the British occupation, the Government would grant to them and their heirs a permanent property in their land for all time to come and would fix for ever a moderate assessment of public revenue on such lands the amount of which would never be liable to be increased under any circumstances.

(See section I of Madras Regulation XXV of 1802.) The Government therefore came under an obligation not to raise the *jumma* or as it is sometimes called *peishkush* fixed at the permanent settlement in respect of the lands then granted. Under these circumstances, the Government could not impose a cess for the use of water, the right to use which appurtenant to the land in respect of which the *jumma* was payable without in fact, if not in name, increasing the amount of such *jumma* and thus committing a breach of the obligation undertaken at the time of the permanent settlement.

In Their Lordships' opinion 'there can be no real doubt that the effect of the permanent settlement was to vest the channels with their head sluices and branch and subsidiary channels and the tanks or reservoirs, in the zamindars, through or within whose zamindaris the same respectively passed or were situate. As pointed out by the High Court, this would be in full accordance with the policy enunciated in the well known Faith Report.'

Again in another place they observe, 'that it does not follow that the assessors in fixing the proportion of the annual value which should constitute the *jumma* or *peishkush* did not take into full account the possibility of improving the cultivation of the lands, the subject of the grant, by means of the irrigation system comprised therein. Again, it does not follow that all which is not brought into account in fixing the *jumma* is excluded from the grant. On this footing many things of great importance to the enjoyment of a zamindari would not pass by a zamindari grant, for example, *waste land, farm, buildings, tanks, or as in the present case, irrigation channels*. As pointed out in the recent case of *Raja Ranjit Singh Bahadur versus Kali dasi debi*, the property taken into account in arriving at the *jumma* is by no means necessarily the same as the property upon which the *jumma* is chargeable and all that is chargeable with the *jumma* or *peishkash* is included in the grant,

The definition of 'ryoti land' and rent and the provisions of Chapter VIII of the Estates Land Act indicate the true position of the landholder and the ryot with reference to these questions.

'Ryoti land' does not include *beds and bunds of tanks and of supply, drainage, surplus or irrigation channels.*

'Rent' includes whatever is *lawfully* payable on account of *water supply by the landholder or taken without his permission* for cultivation of land where the charge for water has not been consolidated with the charge for the rise or occupation of the land.

Chapter VIII—Irrigation Works—gives effect to the immemorial duty of the zamindars to maintain public tanks for general benefit particularly for facility of irrigation and progress of cultivation. "The public duty of maintaining existing tanks and constructing new ones in many places was originally undertaken by the Government of India and upon the settlement of the country, has in many instances devolved on the zamindars."

The Select Committee observe as follows on the provisions of this chapter. "The substantial amendments we have made in these clauses are designed to make it clear that the duty of repairing an irrigation work can be enforced under this chapter only in respect of this work which the landholder is 'bound to maintain' and we have *made it a distinct preliminary issue to be tried by the District Collector, whether the landholder is so bound.* When the Collector is satisfied on this point "and finds it also proved not only that the state of disrepair materially prejudices the irrigation of the complaining ryot's lands, but further—what is new—that the inefficient condition of the work is not due to the wrongful acts of the ryots or their neglect to carry out *kudimaramat*, then only can an order be made against the landholder. These safeguards, we consider, will remove the material objections that have been taken to the original provisions of these clauses."

The omission of reference to this Act I of 1858 in section 137 is not significant. Wider words are used now as "which the ryots are by *law or custom* bound to carry out." Whereas formerly the obligations under Act I of 1858 were alone referred to now all obligations that may be found in any Act or customs are expressed. Therefore whatever powers are available under Act I of 1858 are still available.

Regarding repairs and minor works which a ryot has to do, the law as it stood before the amendment Act is still there. If the ryots can be compelled to carry out those repairs under Act I of 1858 that right has not in any way been abrogated. Instead of being specifically stated there, it is now included under the word 'law.'

All the rights and liabilities that were in existence before the amendment are still there; and they are only enlarged generally by the amending Act."

The questions (a) and (b) in No. IV are based on fundamental assumptions about the rights of 'landholder' and 'ryot' in sources of irrigation. They are not, as already observed, in the position of 'landlord' and 'tenant.' The occupant of the soil may be encouraged by the 'proprietor' in extending cultivation: the proprietor may be bound to maintain existing sources of irrigation in serviceable condition with the aid of the Kudies. There is no question of 'superiority' or 'inferiority' no one inherent in rights as appurtenant to the land, nor one borne or contract.

V. (a) & (b) It is to the advantage of the landholder and the ryot to have a 'survey and record of rights.' It will put an end to the uncertainty that prevails regarding the extent of holdings, when it is easy to encroach and bring into cultivation land adjacent to but not included in the holding. It will likewise minimise rent disputes and enable both the landholder and ryot to appeal to a record of great probative value in the determination of the nature and extent of a holding. There is a whole chapter, Chapter XI, devoted to this subject in the Estates Land Act: also provision for the survey and record of landholder's private land. But little advantage is taken of these provisions owing to the prohibitive cost of the survey and the difficulty in meeting it. Landholder and ryots must in the nature of things meet the charge in equal moieties.

Neither of them in existing conditions seem to be prepared to defray the cost of Government surveys. It would be imposing a terrible strain on their resources to enforce the survey and record of rights compulsorily. The circumstances in which the Government may make an order direct that a survey be made and a record be prepared by the Collector in respect of an estate, without application from the landholder or ryot are set out in section 164, clause (b). Such a state of things does not ordinarily exist. In my view no Government action need be taken and thus a compulsory survey imposed on the landholder and ryots.

Let us create an atmosphere which will engender a private survey in which the landholder and ryot voluntarily pay their shares of the expense of the survey, economically made.

In cases in which a survey is undertaken by Government on their application, a provision for the collection of the cost apportioned in easy instalments may perhaps enable them to take advantage of the provisions in Chapter IX of the Act. Let it be noted that a Government survey means both to the landholder and ryot an enormous expense and the letting loose on them of a hierarchy of servants who would not depart in haste from the fields on which they had descended.

VI. It is not easy to give an answer to this question. Much must relate to tradition and usage which alone must determine the relations between the occupant of the soil and the proprietor, as for instance in the case of a quondam Military Raj.

VII. (a), (b) & (c) The definitions of 'ryot' and 'ryoti land' in section 3, clauses 15 and 16 have to be considered in furnishing answers to this question.

"Ryot" means a person who holds for the purpose of agriculture, ryoti land in an estate on condition of paying to the landholder the rent which is legally due upon it.

*Explanation.*—A person who has occupied ryoti land for a continuous period of twelve years shall be deemed to be a ryot for all the purposes of this Act.

"Ryoti land" means cultivable land in an estate other than private land, but does not include—

(a) beds and bunds of tanks and of supply, drainage, surplus, or irrigation channels;

(b) threshing floors, cattle-stands, village sites and other lands situated in any estate which are set apart for the common use of the villagers;

(c) lands granted on service tenure either free of rent or on favourable rates of rent if granted before the passing of this Act or free of rent if granted after that, so long as the service tenure subsists.

If the purpose of holding land is not agriculture, a person occupying land is not a ryot. Holdings for buildings, mining, quarrying or fish-rearing will not come under the Act. Pasturage is not an agricultural purpose and the holder is not a ryot. This is the gist of the decisions of the High Court under section 3, clause (15). The effect of section 3 (16) excludes from the category of ryoti land, all private land, communal lands, tank beds, etc.

Section 3, clause (16) (b) refers to the threshing floors, cattle-stands, village sites and other lands in any estate which are set apart for the common use of the villagers. Sections 20 to 22 make provision for the determination of questions regarding lands excluded from the category of *ryoti*, the eviction of persons occupying communal lands contrary to rule and the application of provisions of the Madras Land Encroachment Act to orders for eviction.

Section 12 declares the right of the trees in this holding on the date of the Act and those which come into existence after the passing of the Act. In the former class the ryots' right is controlled by the right reserved to the landholder by contract or custom.

I have seen leases of "Avaram bark"; come across reservation of certain zamindari tracts as Forest reserve.' On trees in ryoti land in holdings of ryots, rent is levied and paid without objection according to immemorial usage. I have dealt with conditions in pattas that "in respect of trees, fruit bearing and others, that stood before July 1908 in ryots' occupation, stipulating that without permission and against *mamul* he should not do anything to injure them. I have successfully argued in support of their legality after the Estates Land Act had come into force. This is how matters stand in many estates.

Free pasture of cattle and the collection of green manure from *poramboke* under the control of proprietors is allowed as *mamul*, except in "forest reserve" for the grazing in which permits are issued. Wood for agricultural implements is likewise permitted free except from "reserved forest," for removal of wood wherefrom permits are issued. There is so far as I know no grievance in connection with the collection of green manure nor in the use of communal lands. I say so having had to deal with the happenings in an ancient pallaiyam, for over 45 years.

Dealing with the inherent rights of a ryot in an estate in such matters, I must observe much is determined by usage, not by law. It has been already pointed out that the ryot's right is to occupy the *ryoti* land in his holding. His use of lands set apart for communal purposes, has nothing to do with his occupancy and when such lands cease to be used for communal purposes, he has no right of reversion in them; nor when they are acquired for public purposes any right to compensation exists in him in respect of them.

It must be remembered as a matter of law that neither an easement nor a right in gross can be acquired by prescriptive user or by way of presumed grant by a large indefinite class of persons such as ryots in a zamindari land in villages granted by Sannad Milkeyat Istimirar to the zamindar and Regulation XXV of 1802 already referred to. The question amounts to this, can the public acquire a profit *aprendere* by prescription or the presumption of a lost grant? No proprietor as a zamindar ever interfered with the right of his ryots' cattle to free pasturage. But this usage *obviously* does not confer the *right* of pasturage on any *particular* piece of land nor impose the obligation to set apart any portion or a *sufficient* extent of land for free pasturage. The same considerations apply to the removal of wood for agricultural implements.

With regard to public paths and communal lands the very terms carry their connotation. The rights and duties of the landholder and the ryot are to respect the purposes for which they are by immemorial usage to be used. The ultimate reversion to them when they cease to be used is in the sovereign or the assignee of the sovereign's rights. With regard to hill and forest porombokes, the law as understood now is to vest in the landholder as indicated in judicial pronouncements from the highest tribunals in the existing constitution.

VIII. (a), (b) & (c) In answer to question VIII, it seems to me that the provisions of the Act noted above make it abundantly clear that the legislature recognised the right of the landholder to receive rent for water used with or without his permission by the ryot and that the right of the tenant to water supply is because of his occupation of ryoti land. Having regard to the provisions of Chapter VIII, it appears unnecessary to make any further provision for the maintenance of major or minor irrigation works in the zamindari. It is my view that a sensible and adequate provision has already been made to indicate the principles which should guide parties and tribunals to arrive at a suitable scheme for the maintenance of irrigation sources and works. I do not think that the Provincial Government should interfere at all in the matter and that the existing provisions in the Estates Land Act, if used, would satisfy the needs of both the landholder and ryot. It is little understood that these provisions are not taken advantage of: the reasons therefor must be explored rather than more legislation engineered and made a dead letter.

IX. This is necessary. This will terminate the farcical procedure of exchange of pattas and muchilikas; it will enable the landholder and the ryot to have a settlement with regard to the nature and extent of the holding. Likewise it will eliminate useless litigation and laws' delays and the inevitable waste of energy and money which is the inevitable concomitant of existing procedure.

X. The under-tenant cannot have higher rights than those of the pattadar. But some pattadars are absentees. Their neglect to pay the rent due on the holding may cause loss to the actual cultivator. Safeguards must be introduced to prevent this.

XI. (a) & (b) In my view the Board of Revenue may cease to be the final appellate and revisional authority. A special tribunal as near as possible to the landholder and ryot to effectively deal with their differences must be constituted. Speedy relief with the minimum expense must be the object to be kept in view.

T. DESIKACHARI.

#### Memorandum by Mr. K. R. Avadani, dated 3rd December 1937.

1. (a) & (b) Under the Hindu Rule the theory as to the proprietorship in the soil was that all the land belonged to God and that the King as well as the actual cultivator had only a right to a share in the produce. The Hindu lawgivers specifically declare and define the right of the Sovereign to what is called "Rajabhagam."

2. On the other hand the Muhammadan rulers put forward the theory (more akin to the English principle) that all the land vested in the King and that the actual cultivators held their lands of the King, and as such there was no such thing as private property in land, in any particular subject.

3. When the British took control of the situation they took particular care to assert that nothing was farther from their minds than to disturb the existing order of things. The landholders of that time were partly grantees from the Hindu Kings and partly grantees from the Mussalman Nabobs. The question of proprietary interest in the soil was brought before the Government even before the Regulations. About 1794-99 a discussion of considerable length arose between the Revenue Board and the Government of Madras on



the question of the rights of the mirasidars in the soil. It was maintained throughout by the Local Government of the day that the actual property in the soil vested in the State and the claims of the mirasidars backed by the Revenue Board though they were, were negatived as they were inconsistent with the admitted right of the Government and it was declared that the occupants of lands in India could establish no more right in respect of the soil than tenantry upon an estate in England can establish a right to the land by hereditary residence. It was further declared that "the Government as the supreme lord of the soil is entitled to provide in what way it chooses for the cultivation of its lands."

4. In *Lekkamani v. The Collector of Trichinopoly*, the High Court expressed the opinion that it is too late in the day to uphold the notion said to have been first enunciated by the ancient historian Diodorus Siculus and the Geographer Strabo and which has been repeated by some of the modern authors that the King possessed the proprietary right in the soil and that in India there is no such thing as private property. "At this point it is not possible to omit a learned criticism in the Revenue Register of nearly 70 years ago." We hold that in India at all events, the sovereign is the supreme lord of the soil, and that this supreme right of the sovereign is only parted with where any intermediate proprietor proceeds to purchase, or obtain by unconditional grants, the freehold of his estate. We are fortified in this opinion by the writings of the ancient Hindu Legislators, and by better European authorities than that to which the High Court have thought proper to refer. We mean Sir Thomas Munro. Here the language of the Hindu sages, "By conquest, the Earth became the property of the holy Parasurama : by gift, the property of the sage Kashyapa, and was committed by him to the Kshatryas for the sake of protection because of their protective capacity and has been successively held by powerful conquerors, and not by subjects cultivating the soil. But annual property is acquired by the subjects on payment of annual revenue and the King cannot lawfully give or dispose of the land to another for that year." Again, "When a principality is sold, the prince has property entitling him to receive revenue, for the property of the occupant entitling him to enjoy the produce of the land subsists in full force. When the produce is sold by the occupant, the purchaser acquires a right to enjoy ; but the King retains his title to receive revenue." (11. Colebrook, pp. 502 to 520.)

5 & 6. On his part Sir Thomas Munro in the famous minute writes thus :—

"There is no reason to suppose that private property, ever, at any time, existed upon the same footing over the greater part of India. From Pulicat to Ganjam, in the Ceded districts, the Baramahal and Coimbatore ; it seems to have been always, as now, little known except as inam from the sovereign. . . . We have in our anxiety to make every thing as English as possible in a country which resembles England in nothing, attempted to create at once, throughout extensive provinces, a kind of landed property which had never existed in them ; and in the pursuit of this object, we have relinquished the rights which the sovereign always possessed in the soil ; and we have in many cases deprived the real owners, the occupant ryots, of their proprietary rights, and bestowed them on zamindars and other imaginary landlords." Indeed, the High Court themselves contradict their previous statement when they proceed, in the same judgment, to observe that "property in land, as in any other thing, is but a qualified dominion over it." We take it that this means that, whatever relative rights, there may be in the land, whether as definitely possessed by the actual cultivator, or somewhat intangibly exercised by the intermediate middleman, these rights are all subject to the supreme lordship of the sovereign or the absolute free holder by gift or purchase from the sovereign. We quite agree with their Lordships that, in its most extensive sense property in land dominion enjoyed subject to the restrictions and incidents attached to all lands by the general law, that, "such was the *plenum dominium* of the Roman law as is the nature of the absolute property of the laws of European and other countries ;" that "the rights of property vary in extent with the degree of dominion ;" that "however the dominion over land be circumscribed by the creation of special obligations and modifying rights in others so long as some substantial paramount dominion remains, the possessor of it has a proprietary interest in the land," that "he possessed, to use the phrase of Modern Roman Law, a *dominium minus plenum* ;" and that the owner of the rights which lessen the paramount dominion has in him a second dominion and property, either as an occupier enjoying the usufruct of the land, or as an intermediate proprietor. "Strangely enough, the High Court who, in *Vythelinga Pandaram Saradi v. Chocklinga Pillai* place the occupying ryot at the mercy of any pettifogging middleman, admit, in the judgment now referred to, that the "*plenum dominium*, or absolute proprietary right in land, may now, no doubt, be in the person who carries on its cultivation, and be evidenced to have come from first occupancy," and, with curious inconsistency, their Lordships go on to observe that "the pervading principle of Executive Government Legislation and judicial decisions is that, where the holding of the cultivator is ryotwari or



for a limited term of years, zamindars and other middlemen having similar rights, of the Government when there is no such person intervening, possess a paramount right in the soil like a seignory, in which right they receive a rent or return for the possession and use enjoyed by the cultivating tenant, and that, when absolute proprietary rights exist, they must be regarded as derivative from the ruling power in the State." The correct theory, in our opinion, is that the Government is the supreme lord of the soil, that zamindar, mittahdar, mirasidar, or other middlemen is but a farmer of the revenue; and that the actual cultivator is the bona fide and practical proprietor of the land, not being subject to ejection so long as he pays, and is willing to pay, the regulated assessment on the soil. The *plenum dominium* is in the State, or absolute freeholder; the secondary dominion is in the middlemen, but the practical proprietary interest or usufructuary enjoyment is in the actual cultivator, subject to the lawful and established demands of the superior holders. It is in this spirit that sound administration by the executive and a righteous adjudication of relative rights by the tribunals of law should proceed. And to secure this end, the Payakaries, or actual cultivators of the soil, do not ask anything unreasonable in suggesting that a Special European Commission should be appointed to enquire into the various tenures on which land is held, and to shift the claims put forward by different proprietors to paramount or subsidiary interests in the soil. Such a commission would do much and substantial good especially if a wise selection of officers were made to compose it; but to be of practical value, and indeed, of any value at all, the labours of the commission must have legislative protection and sanction. We are emphatically of Sir Thomas Munro's opinion when he says, "It has been supposed by some that the zamindars were the landlords or proprietors, and the ryots their under tenants or labourers, and by others, that the sovereign was the sole landlord, and the ryots were cultivating tenants. But the ryot is the real proprietor, for whatever in the land does not belong to the sovereign belongs to him. The demand for public revenue, according as it is high or low in different places, and at different times, affects his share; but, whether it leaves him only the bare profit of his stock, or a small surplus beyond it as landlord's rent, he is still the true proprietor, and possesses all that is not claimed by the sovereign as revenue." Of course, wherever mirasidars, or other landlords, can legally prove that they possess a secondary dominion in the soil, between the sovereign on the one hand and the cultivator on the other, their rights must be respected and effect given to them. But it is a positive shame to the administration, and an insufferable grievance to the tiller of the soil, either that he should be subjected to imaginary claims founded on tradition, fabulous stories, or the lying inventions of former native officials; or that he should be prevented, by preposterous claims preferred to all the waste of a village, from taking up land lying uncultivated, which he seeks to do to find the means of living for himself and family, thereby at the same time furnishing additional resources to the State, whose exigencies in the present days require an expansion of its revenues. But the worst evil of all, considering the deep love of the husbandman for the soil turned by his hands and worked with the sweat of his brow, is that he should be liable to be ejected from his holding by every ill-conditioned pettifogging landlord, or rapacious and self-seeking trustee of a devastanam or mutt. All these evils are deserving of anxious examination and effectual redress.

7. The soil is under the control of the State. Proprietorship consists of a bundle of rights. The ultimate control of the soil, the natural resources, yet to be tapped, all ought to and do vest in the State, which is the sovereign authority in all these matters. The tenant has a limited right in the holding.

8. For practical purposes, certain rights in the soil are vested in the landholder while others are enjoyed by ryots so far as the estate tracts are concerned. Another fruitful division of powers will be according to the nature of land in the estate. There are three types of landholding in the estates in the same subdivision. They are ryoti lands, poramboke and pannailands.

9. Ryoti lands can be subdivided into two classes; patta lands and the other being assessed waste in the village. So far as the patta lands are concerned the right to immediate possession vests in the ryot. He can use the lands for agricultural purposes. His right is permanent, heritable and transferable *inter vivos*. He can cultivate such crops as he thinks fit. He is entitled to the produce of the holding subject to the payment of rent to the landholder in cash or in kind. Sometimes the word *kudivaram* has been used loosely to express the sum total of rights that a ryot has in his patta land. His rights are subject to certain limitations. He should pay rent. For non-payment of rent the holding may be sold and the ryot evicted. If the ryot uses his holding in such a manner as to render the same unfit for agriculture he may be evicted from the holding.

10. So far as the assessed waste in the village is concerned the position is this: Assessed waste will include also holdings abandoned or relinquished by the ryots. In such lands the landholder has a proprietary right. His is a peculiar right. He can create full rights in

himself by clearing, levelling and bringing the land under cultivation at his own cost. But this right will last only for a specified period. Then again he can create occupancy rights in others by granting them patta for cultivation of the land. But he can never destroy the ryoti character of the land. This right is well described by Sadasiva Iyer, J. in Venkata Sastrulu v. Seetharamudu.

11. The next category of lands in the estate is the poramboke. Poramboke is of various kinds. These are lands set apart for communal use like pathways, village sites, temple sites, burial grounds and so forth. The landholder has got control over them. This right of the landholder is subject to the superior control of the District Collector. The Collector's right is declared so that the rights of the community may be properly safeguarded. If communal land is to be converted into ryoti land or the same has to be increased in extent the Collector should interfere.

12. Another category of poramboke is the tank-bed, tank-bund, feeding and drainage channels which are intended for the benefit of a restricted public, namely, the ryots and cultivators. In such lands the rights and duties of the landholder are as follows. He has to keep the tank-bund in good repair. He has to prevent trespass into tank-bed lands. He has to get the channels maintained in good condition with the help of Kudimaramath or by himself as the case may be.

13. Another kind of poramboke is the forest and other uncultivable poramboke in the estate. In such lands the landholder has the following rights. The land within the ambit of the estate has been granted to him wherever we find the word 'besides porambokes' in the sannad. He can cut the trees in the forest poramboke and he can prevent the ryots from doing likewise, except for certain specific customary purposes. He can clear level and make the land fit for agriculture in which case he can enjoy the land for a specified period. He can prevent the ryot from doing likewise.

14. The third category is the pannai or the private land of the landholder. In this the ryot cannot have any rights. It is the landholder's own land with which he can deal just as a ryotwari pattadar may deal with his land.

15. Apart from these aspects of landholding there are certain rights which are specifically declared in favour of the landholder. They are the right to trees under certain circumstances. Again there are the rights to minerals, treasure-troves, hidden wealth, and other untapped resources of the estate. These may be said to vest in the State primarily. But in cases where the same have been expressly granted to the landholder in the sannad, he is entitled to all these rights also.

16. The sumtotal of the rights of a landholder in the land as compared with the rights of a ryot has always been the subject of fruitful agitation. The decisions of courts in Land acquisition cases furnish good data for deciding this question. A view of those decisions not only in Madras but also in the other High Courts shows that the landholder's rights are assessed at higher value than the rights of a ryot. The right of the landholder to Inam privilege cannot be ignored either.

17 II (a) (b) What is fair rent? This question has been differently answered at different times in different parts of the country. The Hindu rulers had fixed one-sixth of the net produce as the King's share. The Moghuls (Todar Mal's system) fixed it as one-third gross produce. But it has been held widely that the pre-British rules did not always stick to this national standard but that the revenue collected was extortionate. When the British took control of the situation they followed the local usage. In the year 1862 Sir B. Peacock laid down as applicable to India the theory of economic rent as defined by Malthus, i.e., "that portion of the value of the whole produce which remains to the owner of the land after all the outgoings belonging to the cultivation, of whatever kind, have been paid, including the profits of the capital employed estimated, according to the usual and ordinary rate of agricultural capital at the time being." Three years later the matter came before a Full Bench of the Calcutta High Court in what is known as the Great Rent Case. A majority of the said Full Bench repudiated the doctrine of economic and competitive rent as adumbrated by Sir B. Peacock. They held that a ryot was bound to pay a fair and equitable rent which should be that portion of the produce calculated in money to which the zamindar is entitled under the custom of the country.

18. That the aim and object of all land legislation in this country has been among other things to fix a fair and equitable rent has been realized all along. But in spite of the several attempts of Legislators the tragic words of Lord Ripon spoken more than half a century ago that the rights of ryots and other cultivators whose interests the Government undertook to guard 'have to our shame too long been neglected' remain only too true. It is this question of rent which really spells the economic slavery of the estate ryot.

Threatening the landholder with punishment if he extracts more than what he is entitled to on the one hand, and on the other granting the landholder some expeditious ways of realizing his rent will not help solve the problem so long as the rate of rent payable is not settled.

19. How far the Regulations and the legislations that followed them have succeeded in realizing this great object of establishing a fair, known and fixed rent as payable by the ryot is still a matter of considerable speculation. Except in estates where a record of rights has been prepared the rate of rent is still unsettled.

20. The presumption at present enacted under sections 27 and 28, was obviously intended to secure the ryot in payment of a fair rent. But its effect has been rather the other way. The ryot is not one capable of defending his rights. The landholder had started taking excessive rents long before the Act of 1908 came into force. In such a case as soon as the Act came into force it would be presumed that even this extortionate rent was a proper rent as that was the rate that was being collected when the Act came into force and the presumption was engendered into being.

21. Nor is it any use to fall back on the other test: the rent paid for like lands in the neighbourhood. They all pay to the landholder the objectionable rate of rent. It must be specifically stated that what is meant is the rate prevailing for like lands situated in the nearest ryotwari holdings. Even this may not be quite satisfactory. Circumstances may be imagined where similarity in situation and proximity, may not solve all the difficulties. Therefore taking all things into consideration a commission consisting of a Chairman of the rank of a District Judge and a landholder's representative as well as a ryot's representative should go round the estates in the district and fix the fair and equitable rent due from each holding.

22. It is on this incidence of the collection of rent that the prosperity of the ryot in a great measure depends. The question may be recognized therefore as one of the highest provincial importance transcending the sphere of party or sectional controversy and demanding at once the most exhaustive scrutiny and the most liberal treatment. Any assessment to be equitable in character should be moderate in incidence. And there should be always left to the cultivator of the soil 'that margin of profit that will enable him to save in ordinary seasons and to meet the strain of exceptional misfortune.' Such aspirations must be even more forcibly impressed upon the Government at a time when, owing to prolonged continuance of adverse circumstances, the agricultural population has passed through a phase of almost unequalled depression and needs the fullest measure of encouragement that it is possible to afford.

23. In answering the several criticisms levelled against the Government of Madras on the ground that the rate of revenue collected here was very high the Madras Government graphically described the rentals obtaining in the zamindari areas. "In zamindari areas" they said "the rentals are often extremely high as compared with the neighbouring Government assessment. In a zamindari now under the Court of Wards the Board has found that the highest rates for wet lands are Rupees 45 per acre for which however he can raise two crops if he can. The garden rates run up to Rs. 15 per acre. The rate payable for betel leaf garden is fixed at Rs. 32 per acre. The maximum wet rate for the neighbouring Government land is Rs. 10, 8 and 7-8-0 respectively with the addition of half extra when a second crop is raised.

24. At the same time it cannot be doubted that there are several difficulties in the way of fixing once for all a fair and equitable rent. In a discussion anent this question the Government of India once wrote as follows:—"The Government of India believe it to be an entirely erroneous idea that it is either possible or equitable to fix the demand of the State at a definite share of the gross produce of the land. There is a great practical difficulty in ascertaining what the average produce is. It is dependent on a number of varying factors such as the industry and the resources of the cultivator. The nature of the crop, the capacity, security and situation of the holding and the chance of the seasons." They further say 'Indeed the one claim which the Government of India would decline to make for the land revenue system of this country is that it can be properly regarded as a science, at all. In no country can land valuation be so described and India in spite of records, estimates and tables is no exception to the rule. A part of the weakness of the criticisms which have been directed against it arise from the erroneous assumption that it can be regulated by fixed laws or shaped by arithmetical standards. Assessments cannot be dictated by the theorist in his study. They elude dogmatic treatment, and can only be safely worked out by the Settlement officer in the village and on the fields. While they may admit of statistical analysis, they are liable to be hampered by premature statistical definition. The function of the Government is to lay down broad and generous principles for the guidance of its officers, with becoming regard to the traditions of the province and the circumstances of the locality and to prescribe moderation in assessment and sympathy in collection.'

25. Before we close this subject it is impossible to omit a passage from the famous indictment by Romesh Chandra Dutt of the Land Revenue Policy of the Government. He says "In Bengal the cultivators do not pay more than one-sixth of the gross produce to their landlords in any district, if the district average be taken. And in Northern India according to Sir A. Macdonnell's evidence before the Currency Committee, the cultivators pay one-fifth of the gross produce of the soil to their landlords. I feel that Your Lordship will condemn both the rule of the levying half the net as revenue and the rule of making that revenue approximate one third the gross produce. There is not a cultivator in India who does not recognize three annas in the rupee of gross produce as fair rent. There is not a cultivator in India who does not consider five or six annas in each rupee of gross produce to be an oppressive and impoverishing rent.

26. (c) Yes. There should always be provision for remission of rent. The provision in the present Act would seem to answer the purpose well enough. The important principle on which rent can be remitted should be the rise in prices of food crops. The other minor principles considered in the cases of enhancement may also be taken into account.

27. (d). I am against the rate of rent being fixed and unchangeable for all time. The rate of rent and consequently rent should be elastic. The wholesome theory that if rent is fixed what the ryot saves in a good season he may set by for the rainy day, seldom works out in practice.

28. (e) It is necessary that the Government should reserve to itself powers to revise alter or reduce the rents as occasion may arise.

29. III. (a) Yes.

30. (b) The powers of the collection of rent now given to the landholder require revision on the following lines.

(1) The right to arrest should be statutorily abolished. The right to arrest a ryot between whom and the landholder the only link is the landholding is a relic of the barbarous ages. The Government does not claim such power in the ryotwari areas. It is hard to see how the landholder claims that power. The right to arrest had been given under Act VIII of 1865 and the said right is nowhere mentioned in the Estates Land Act. Further section 2 of the Madras Estates Land Act specifically repeals Act VIII of 1865. It is clearly stands to reason that there is no right of arrest available to the landholder. But every day in the tracts ryots in arrears are arrested and being sent to jail and so far no ryot has been able to take the matter to the higher tribunals. The like right of arrest which was once available to the landholder in Bengal was abolished as long ago as 1824. We are now in 1937.

31. (2) The right of distraint which is often abused ought to be restricted in its use. In any case the landholder should issue a notice demanding rent through the Divisional Officer and should distrain with the previous permission of the officer. This will check to some extent the abuse of the power to distrain. This power is after all an offset of the English Law as the Rent Law Commission put it and there is no reason why its abuses should not be checked.

32. (3) In no case should the landholder be permitted to accumulate the arrears of rent. In Government tracts this is never done. No ryotwari ryot complains that he has to pay each year. He is thankful that the rent does not accumulate. The schedule to the Act should be so amended that one year from the date on which the rent fell due according to custom or contract should be the time for filing suits under section 77. This will help the landholder in curtailing outstandings. This will help the ryot in preventing accumulation of rent.

33. (c) The procedure for collection of rent particularly by sale of holding was incorporated in 1908 with the intention of answering the need for expedition in the case of the landholder and also with a view to safeguard the rights of the ryot. The experience of the quarter of a century has resulted in the latest amendments incorporated in 1934. It would seem that any effort at simplification of the procedure may result in defeasance of the rights of the ryot. Simplicity of procedure co-existing with risk to the rights of parties is not worth having. At the same time it is necessary to point out that the provisions relating to the sale of holding still give scope for fraudulent practices. This must be put an end to.

34. For instance section 125 says that a sale for arrears of rent of a holding conveys the holding free of all encumbrances after the Act. There is no provision for scrutiny of all the encumbrances on the property. So any encumbrance prior to the Act may even

remain undiscovered. In such a case suppose the ryot has no other property than the holding. Arrears of rent is accumulated for three years. The defaulting ryot arranges with the landholder to bring the property to sale and the same is purchased by a stranger who is really the nominee of the defaulting ryot. The sale is under section 125 and is free of all encumbrances. Thus the mortgage is destroyed and the mortgagee is defeated. No doubt recent rulings have tried in a measure to set right this inequity. It is very necessary that statutory safeguards should be instituted to prevent an abuse of this section. It must be made compulsory for the mortgagor ryot or the mortgagee to inform the landholder of every alienation and it must be the duty of the landholder to take notice of sale to every person interested in the holding, to receive the amount if offered by any person interested in the preservation of the holding. In such a case the sale will not be held and fraud will become impossible. The landholder will get his rent.

35. IV. (a) The rights of the ryots to water supply are not inherent as being appurtenant to land. From the point of view that the land is held for agriculture there is indeed a need for water. But it need not be necessarily water supplied by the landholder. It is possible to cultivate the holding with rain water or with the wells dug by the ryots. So far as the purpose of agriculture is concerned, supply of water to the holding is not an inherent right, but it is a matter of contract. But it is not a full answer simply to say that it is a matter of contract. It is no doubt a matter of arrangement between the ryot and the landholder. The landholder is bound to give the surplus water available for agriculture. The terms of such contract, if any, ought to be regulated by statute. There should be a dry rate and a wet rate with tharams if necessary and if the landholder supplies water he could get such tharam wet rate as is prescribed for the holding.

36. (b) This depends on the nature of the water source. If by water source is meant the natural sources of water-supply in the estate, the landholder has a superior right to distribute the same and recover the rent for the same. This distribution should be without detriment to the already existing wet ayakut lands. So in the case of rivers, streams passing through the estates, as well as tanks in the poramboke, which are maintained by the landholder mainly, he is entitled to superior rights. In the case of artificial sources of water like special kuttas in the patta lands of the ryot or wells, the landholder has no right.

37. V. (a) Most of the confusion and trouble in the estate tracts is due to the absence of correct survey record.

38. Most of the estates are unsurveyed. The prolific litigation in regard to collection of rent, receipt of pattas and exchange of muchalikas, and the registration of transferees names in regard to holding and other difficulties are the results of the absence of record of rights. The only extent survey is about a century old in several estates and quite worthless for reference. It is impossible to identify the holdings with reference to the survey numbers. There is an eternal struggle going on to settle boundaries in estates. The need for preparation of record of rights was realized as early as 1875 in Bengal. Since then the Government systematically set about insisting on the preparation of the same for each estate. And much headway has been made in this direction. In our province nothing has been done. On the other hand a number of conditions have been imposed which act as deterrents to the ryot asking for a preparation of the record of rights.

39. (b) So far as the cost of the preparation of the record of rights is concerned, the conditions that exist in the ryotwari tracts should be made prevalent in the estate tracts also. The landholder should be made to pay the expenses, just as the Government pays in the ryotwari tracts. There is no reason why the ryots should be made to pay the costs as the laws stands to-day.

40. It must be declared that the record of rights should mention after careful investigation the customary rights of the villagers in the poramboke and the forest land of the village. If there are any customary rights of the landholder they should also be mentioned and such fees and customary collections made together with rent, also. The said record should serve for the village the same purpose as the Rivaz-i-Am in the Punjab. Whenever any question of custom is raised in any case, the said record is referred to and whatever is recorded in the same is accepted. Such authentic record should be prepared for the estate tracts and this will set at rest much of the wrangling that is indulged in.

41. VI. This has been the subject of most prolific and ruinous litigation. There are quite a large number of rulings both in Calcutta as well as in Madras regarding this point. But the substance of these rulings is that the landholder is entitled to collect such additional rent as are due in his capacity of landholder for agricultural purposes. If the levy is unconnected with agriculture as professional tax, Muggam tax or Sankaramanam mamool or Grama Pichai, etc., they cannot be collected. If the levy is connected with agriculture like Ghattathoomulu, Chittunottam, Kavalmerai, it can be collected.

42. The rulings have clarified the position to such an extent that it can now be incorporated in the statute. There are certain tests by which it can be seen whether the additional levy is connected with agriculture or not. They are the following :—(a) The payment of the levy should depend upon the payment of the rent and (b) The payment of the levy should bear a proportion to the rent. That is it must rise or fall with the rent.

43. VII. (a) & (b) The right of the cultivators and land-owners of the village in the natural facilities of the village for certain necessary purposes has grown out of custom. This custom has its origin right from the time of the village communities. In various parts of India we find recognition given to such customs. In the year 1894 Diwan Bahadur R. Raghunatha Rao advocated the rights of the cultivators to these customary rights. These rights do not after all cost the landholder very much.

44. There seems to be reason to conclude that under the ancient village polity certain rights in respect of all lands within the boundary of the village belonged to the early settlers and their descendents. Later custom imperceptibly included in this privileged class all the pattadars of the village. Now it is commonly admitted that it is a right that vests in the inhabitants of the village. Whether the right enures for the benefit of all the residents of the village irrespective of landholding or not, is a moot question. We may now confine our examination of the question to this whether the pattadars of the estate have rights or not. It is too late in the day to think of contending against the recognized rights of the pattadars. These rights usually consist of the right to pasturage of the pattadars' cattle, cutting of trees in the estate poramboke for certain specified purposes like making of agricultural implements or building the front door of the dwelling house and taking leaf manure from the poramboke trees, etc. During the recent years there has been a very marked tendency in several estates to deprive the ryots of these valuable rights. These rights must in the first instance be ascertained correctly for each estate. It must be incorporated in the record of rights.

45. As early as the year 1814 the Zamindar of Devese claimed the right of restraining the ryots from cutting the trees in the jungles of the state without payment of the fees fixed therefor by the landholder. The Full Bench of the High Court held that the usage which was prevalent before the introduction of the permanent settlement should be followed. The Act of permanent settlement could transfer to the landholder such as rights as were previously exercised by the Government. The Government could not do more than that without infringing the rights of others. All usages as are not specifically abrogated by the regulations must be held to be confirmed and if previously to the introduction of the permanent assessment, no payment was exacted by the Government for firewood in the jungles, none can be exacted by the zamindar. So it would seem that in all cases where customary rights are claimed by the landholder he will have to prove that he had been exercising the said right since before the permanent settlement and that they do not come within the excluded items in Regulations XXV of 1802. It is not known in this case whether the fuel was for the use of the pattadar himself or for other purposes. If it were for his own use it would be a customary right in the exercise of which the ryot is entitled to be protected.

46. During the recent years the landholders have completely precluded the ryots from enjoying the right of grazing their cattle in the waste lands of the village. During the dry years when there is no water for cultivation the ryot depends upon his sheep which multiply fast as his chief source of income. Dry rate he is bound to pay whether there is rain or not. In addition, he is called upon to pay grazing fees for his sheep. Both ways he suffers. No doubt a ryot cannot be permitted to keep a regular ranch of sheep and denude all the waste lands in the estate of the vegetation. But a limit may be fixed. It would also seem that the landholders have no right to apply the provisions of the Madras Forest Act to the estate waste lands and porambokes. They prosecute the ryots if their cattle graze in these lands. Many cases have ended in conviction.

47. (c) This has been dealt with to some extent in the answer to question I. Public paths and communal lands are intended for the use of the community and should be preserved for that purpose. In case they are not needed for their original purpose for which they were set apart, the Collector after making a declaration to that effect can assign it for other purposes and even convert it into ryoti land in which case the landholder will be entitled to rent. Hill and forest poramboke are in a different category. In them the ryots have no rights except the customary rights mentioned above.

48. VIII. (a) & (b). This has been a vexed question from the beginning. The landholder's right in the matter of manning the irrigation sources of the estate and his liability to keep the tanks, etc., in good repair not only as a common law duty but in his capacity qua landholder has been canvassed in various decisions.

49. It is submitted that the whole matter can be simplified and easily disposed of if we go to the root of the matter. The first principle of landholding is that the landholder is entitled to wet rate if he supplies the ryot with land and water, for the purpose of cultivation. On the other hand if the landholder supplies the ryot only with land and the ryot makes his own arrangement for water the ryot is bound to pay only the dry rate—vide Venkatasubba Rao Judge's ruling in the Ellore case. If the landholder wants to increase his income by collecting the wet rate, he should keep the irrigation sources in good repair and see that water is made available to the ryot for cultivation. The ryot is bound to do nothing except perhaps to render along with other ryots such customary services like the repair of irrigation and draining channels from the tank or river as the case may be. So the duty of keeping the irrigation sources in good repair is always the duty of the landholder.

50. But suppose a landholder who is a bad manager of his estate does not repair the irrigation sources and prefers to take the dry rate for the lands. He must not be allowed to do so, for the ryot will also suffer. The landholder is not entitled to inflict a loss on the ryot, as well as the community. Of course there may be cases where the irrigating streams change their course and water becomes unavailable to mamool wet lands. This may be a ground for getting the land reclassified as dry. But so long as the lands are classified as wet, the landholder is bound to supply water just as the Government does in the ryotwari tracts. So also there is a corresponding duty cast on the ryot to produce more food grains for the good of the community and he cannot be heard to say that he will not use water but would raise an inferior crop and pay less to the landholder.

51. In the case of the Kudimaramath tanks this duty is cast on the ryakutdars under certain conditions.

52. The policy of the Government is to encourage agriculture and the production of foodstuffs for the wants of the community and as such legislation must bear a bias in favour of agriculture. It is just and necessary that the Government should keep an eye on the irrigation sources and their proper maintenance.

53. (c) Yes. The Government should be enabled either of their own accord or on the application, to interfere in the matter of maintaining the irrigation sources in good repair. The landholder alone should be made to pay for the expenses of repair and no contribution can be demanded from the ryot as all that he has to do is to pay the wet rate.

54. IX. Yes. Yearly jamabandi is necessary in the case of estates. But it should not be the jamabandi that we find in the ryotwari tracts. It should not merely be a checking of the accounts and a lining up of the village menials for inspection. It must be the annual occasion when each ryot can come and represent his grievances to the revenue head of the district. This matter should be kept in mind. If jamabandi is conducted on these lines it will be a real blessing to the ryots. The District Collector must himself have the right (subject to revision by the District Judge, of reclassifying the lands if circumstances require the same. He must take this occasion to find out if the details mentioned in the record of rights are correct and up to date and make the necessary corrections either on his own motion or on the application of the party concerned. He should inquire into the grievances of the ryots and should impress the landholder that he is there to protect the ryot from oppression of any sort from the landholder, while securing to the landholder at the same time his just dues from the ryot. Questions of encroachment into poramboke, etc., may all be dealt with conveniently at the time of the annual jamabandi, which should be held at the headquarters of the landholder. More than an officer strictly dealing with written complaints, the Collector should come into contact with the masses during the jamabandi and act if possible as a liaison officer between the ryot and the landholder.

55. At the annual jamabandi it must be the duty of the Collector to check whether the names of the transferees of holdings during the year have been duly and correctly entered in the patta registers of the landholders. He should also see to it that the landholder keeps a list, as full and complete as possible, of the undertenants who are actually cultivating the soil. It should also be his duty to inquire as to how many absentee ryots there are and who is actually cultivating the holding. If he finds that an undertenant is cultivating a plot of land without any writing to show the same he is entitled to insist that the landholder should record the name of that person in the list of undertenants, so that in certain contingencies his rights may be protected. The Collector should also take the opportunity to go round and inspect some of the villages in each estate. The complaints regarding some favoured ryots encroaching on the communal poramboke of the village and petitions of the ryots going unheard is a common complaint in many villages. This must be put an end to.



56. In this connection it is necessary to state that though the village officers; the munsif and the karnam, may to some extent protect the ryots as against the landholder the present position of the law is that the appointment, security of tenure and their punishments, etc., all depends on the recommendation of the proprietor. So much so that the said village officials have always to subserve the interests of the landholders even as against the ryots as otherwise the threat of punishment or dismissal is dangled before him. If the proprietors rights in these matters are taken away and if the village officials are appointed or dismissed by the revenue authorities in consultation with the proprietors then the village officials will be the agents of the Government in these tracts and if the proper type of men are put in charge of these offices they will act as bulwarks of protection to the ryots as against any excesses that may be committed by the landholder.

57. X. The position of an undertenant under the Act today is governed by the provisions regarding lessees in the Transfer of Property Act and the general law regarding landlord and tenant. But in practice the peculiar position of a tiller of the soil in estate tract engenders certain difficulties for the solution of which the said Acts are not efficacious enough. Therefore it has been found necessary in almost all the provinces to incorporate certain provisions in the tenancy law safeguarding the interests of the tenants. A measure of protection is certainly due to him for he is the actual producer of the good. The only limit to his statutory protection can be the paramount necessity of giving a finality to law, so as not to render settled conditions of landholding insecure and granting permanency of tenure to the person who has actually entered into an engagement with the landholder. The position vis-a-vis the under tenant and the landholder on the one hand and the ryot on the other ought to be declared.

58. The important questions on which the undertenant is entitled to protection are the following :—

59. (a) In case of attachment of standing crops after decree the actual cultivator namely the undertenant must be given his share of the produce free from attachment. If the said person had spent any cultivation expenses, then the said expenses and the tillers share of the produce must be declared free from attachment and the ryots' share alone should be attachable, for without the exertions of the tiller there will be nothing to attach.

60. (b) In case of attachment of holding the tenant should be entitled to notice and he should be deemed a person entitled to pay off the decree for arrears of rent. And as such he should be given of the notice proposed attachment in which case he may pay off the arrears. If necessary in the circumstances of the case he must be permitted time to pay up or he must be allowed to pay the same in instalments.

61. (c) In such a case if it is found that the tenant has bonafide paid the ryots' dues in advance the tenant should be given sufficient notice and time to pay the arrears.

62. (d) In cases of extreme hardship where the tenant has entered on registered lease and paid amounts in advance, and his period of lease is still unexpired provision should be made that even if the holding is purchased by the landholder for arrears of rent the tenant should not be disturbed from the holding.

63. (e) It must be statutorily declared that any engagement between the ryot and the undertenant should be either written and registered or with intimation to the landholder. As special safeguards are incorporated in the case of undertenants they should be compelled to notify his rights to the persons concerned, so that spurious claims may be avoided.

64. It must however be clearly understood that it would unsettle and render precarious the whole system of landholding if the principle of avoiding the middlemen is carried to its bitter extreme. The analogy of the actual cultivator in the other provinces ought not to be carried too far, as there are intrinsic differences between the land systems of each part of the country. Such differences have grown up in different tracts, which have the sanction of custom and which ought to be continued till the time comes for one land law for the whole country, when the paramount necessity of the state will dictate the ruthless suppression of minor differences which tend to separate one province from the other.

65. XI. (a) The Revenue Board should not be any further vested with powers of final revisional or appellate authority in proceedings between landholders and ryots. The forum for all the various proceedings for realisation of rents for fixing, reducing, or enhancing or commuting the same is all unnecessarily and wastefully ramified. What reasons the legislators of 1908 had in their minds for prescribing such complicated procedure it is difficult to see. Any how nearly three decades have elapsed and nothing but trouble and wasteful litigation has cropped out of all these. It is absolutely necessary that the procedure should



be simplified. As a matter of fact the just and reasonable, substantive rights declared by the statute were all made practically impossible of realisation by the complicated procedure that has to be adopted.

66. In the first instance powers of the Deputy Collectors should be withdrawn. Mr. S. Kuppaswami Ayyar, a member of the Trichinopoly Bar, has prepared a memorandum regarding the various questions arising out of the Act. Herewith is enclosed a copy of the same. The undersigned fully agrees with all that is said in that pamphlet regarding the impracticability of having rent suits and allied proceedings tried by the Deputy Collectors.

67. (b) The next point is, that rent suits should be tried by itinerary courts having special jurisdiction in the matter. The suit should be filed (only for the purpose of presentation and the serving of notice), in the court of the nearest District Munsif having jurisdiction, as there will be no permanent establishment for the special court. The plaint will be checked, admitted and notices issued by the Munsif's court. Then the special court will try the suit sitting at the headquarters of the landholder or at such a place according to the convenience of the ryots and the parties and try the cases summarily and deliver their judgment. The judgments will be sent to the District Munsif's court and decrees will be drawn up. If the defendant does not pay up, the holding will be brought to sale and sold away. That serves the relationship of landholder and ryot and there is no more to be said about it. Thus handled the procedure will be expeditious, convenient and satisfactory to all concerned.

68. The special court for the district should consist of three judges: a representative of the ryots, a representative of the landholder, and\* a president with the status of a retired District Judge. As the President will direct the proceedings it is enough that he is conversant with the procedure as well as the law relating to the points raised in the cases.

69. Again on the execution side, immediately the proceedings will be started. Unless the ryot deposits the decree amount, the property will be brought to sale. The present procedure regarding encumbrance certificates and notice should not be dispensed with, till the record of rights, settlement of rent register of undertenants and register of alienations are prepared by the landholder. The sales may be held in the court house as all other sales in executions. The ryot is not more illiterate than the ryotwari ryots in his native capacity. He comes to civil courts for other cases. He cannot complain if rent sales are held in courts. On the other hand it will prevent fraudulent practices and further litigation.

70. XII. (a). In the case of unauthorised occupation of lands the rights of the landholder differ according to certain conditions. If the land is the private land of the landholder the ordinary law applies. The trespasser may be evicted by civil action. If the land trespassed upon is ryoti land the only remedy available to the landholder should be to get the rent for the land fixed if the same had not already been done and call upon the trespasser to execute a muchalika for the same. To ask for nazar is a relic of the feudal ages and it in a way discourages extension of agriculture. Nazar should be done away with unauthorised occupation of ryoti lands should be looked at from the point of view of improving agriculture and so as to give an incentive to cultivation and not for the preservation of the national rights of the landholder intact. That spirit has been ably described in the following lines: The Rent Recovery Act of 1865 did not take one far regarding the conferring of permanent occupancy rights in the soil. Holloway, J. remarks in his inimitable manner "I regard it as perfectly clear that there is nothing in the Act to settle so as to bind the courts of law the duration of a lessee's tenancy. Whatever law statutory or customary or the contract of parties makes it, such it continues to be after the enactment of all these regulations. That having converted farmers of taxes into country gentlemen the legislature may well have determined the limits within which these rights were to be exercised as against the holders of the soil, is undoubted. That they reserved that power on the transformation, the Bengal Regulations show. That it is perfectly open to the legislature of any country at any time to protect tenants against the unreasonable exercise of so called rights of property only called especially sacred because the possessors of it make the law, I entertain no doubt. The question here is whether these Acts have done it. And on their own express declaration, I have no doubt that they have not. If they had, it would not have been necessary in Bengal possessing Regulations upon which those of Madras have been based, to declare in the year 1859 that a right of occupancy such as the defendant here asserts, should arise on a holding of a particular character at a particular time."

71. The privilege of the landholder impliedly allowing extracting premium should be prohibited. There are cases where the landholder puts an hypothetical annual yield and multiplies it by twenty and demands the same as premium. They naively explain that they proceed on the basis of land acquisition cases. In another case nazar to the extent of

rupees two thousand was received and pattas issued and when the ryots started cultivating all of them were evicted and the nazar was returned as the landholder thought that if he waited, he can get more money. All these are pointers as to where the troubles of the ryots lie.

72. The landholder should be given no option but to issue pattas to the ryots who are willing to occupy the unoccupied lands in the estate. The fair and equitable rent which is fixed by the record of rights will be leyied.

73. Next to section 6 provision should be included making it obligatory on the landholders to grant pattas to the cultivators who are willing to pay the actual rent on any piece of unoccupied ryoti land in the estate.

74. Just as in the case of land the provision regarding water in favour of the ryot should be declared. When there is water available the landholder shall not have the right to prevent the ryot from using the available water for purpose of cultivating his holding. So long as the existing pattadars are not adversely affected the landholder is bound to grant water and take from the ryot in return wet rate. Another sub-section to this effect may be incorporated in the appropriate place.

75. If the land trespassed upon is poramboke the landholder is entitled to bring it to the notice of the Collector so that the person may be either evicted or the land may be reclassified and granted to him on patta.

76. The next point that I wish to bring to the notice of the Government is that regarding limitation for suits and executions for arrears of rent under the Act. In the previous Act VIII of 1865 two periods of limitation were available for recovery of arrears of rent. One was by petition (with eight annas court fee) before the Revenue Officer within three months from the date when the rent fell due. The other was by suit (with proper court fee) before the civil court within six months from the date when the rent fell due. Both the remedies coexisted. But the most important point is that the holding should be brought to sale, if at all, within one year from the end of the fasli for which the rent is due. This cardinal principle was kept in mind by Sir G. Forbes when section 112 was enacted. And when section 132 was placed on the statute book this principle had been thoroughly reaffirmed in the Act.

77. The landholders who want only their rent will be quite satisfied with this. Others desire to accumulate the arrears. They allow rent to accumulate for three years and bring the holding to sale perhaps 14 years after the fasli for which the rent fell due. Their argument is this. Under the Act as it stood before the recent amendments, the Civil Procedure Code applied to the proceedings. And so section 48 of the Code of Civil Procedure applied. In that case the twelve years period of limitation, with three year renewals as per Article 182 of the Limitation Act can be availed of. But they forget that substantive rights are declared by the Estates Land Act and that the Code of Civil Procedure only lays down the procedure to be followed. And section 48 of the Civil Procedure Code which runs counter to the declared intention of the sections 112 and 132 of the Special Act cannot be availed of, to extend time which has been specifically curtailed by the Estates Land Act. Several courts as well as the High Court have accepted this rule of twelve years limitation which certainly was far from the intentions of the farmers of the Act. This must be set right by it being specifically declared that section 48 of the Code of Civil Procedure and 182 of the Limitation Act do not apply to execution, of decrees under this Act. The Artic discouragement offered by the new section 77-E of the Act is not a sufficient deterrent.

78. While we keep in mind that the cardinal principle governing this matter is that the holding should be sold within a period of 12 months from the fasli for which the rent is due, it follows that it is unmeaning to give three years time for filing a suit for arrears of rent under section 77. Therefore it is necessary that the schedule to the Act should be so amended as to prescribe six months time to be the period within which a suit for arrears of rent should be filed. In such a case the holding even after decree would have been brought to sale within one year from the fasli for which the rent is due.

79. Another point which needs statutory declaration is this. The revenue court passes a judicial order. The same is taken to the High Court in revision. The said court passes an order thereon. The matter is then agitated in the civil court by a regular civil suit. In such a case it follows that the High Court acted as a revenue court under the Madras Estates Land Act and the civil court of the lowest denomination is entitled to reopen the matter where it has jurisdiction. This is very rarely accepted in courts. In section 3 a clause should be included defining a revenue court as a Deputy Collector or any other judge acting under the specific provisions of the Madras Estates Land Act. This will save lots of confusion.

K. R. AVADHANI.

**Memorandum by Khan Sahib P. Sharfuddin, M.A., B.L., Trichinopoly.**

I. In my opinion, without any doubt, the proprietor of the soil is the tenant and not the zamindar. An examination into the nature and origin of the very word zamindar would clearly explain the position of the zamindar. Before the advent of the Muslims they were called chaudris which was later on changed by the Muslims into 'krory' (i.e., collector of acre of dam (Rs. 2,50,000). This krory was later on changed into zamindar. Hence the right of zamindar is only a right to collect revenues. Whereas the right of the tenant is for the possession of the land, he can use it in any way he likes and he should not be interfered with by the zamindar so long as his revenue is paid promptly. The right of occupation of the tenant is alienable and heritable.

II. What is a fair and equitable rent should naturally depend upon the type of land for which the rent is required. Where a piece of land requires much labour and anxiety for cultivation, the rent should be low and where the land can be cultivated without much difficulty, viz., delta areas, etc., the rent can be bit greater than that for the other areas.

In fixing a fair and equitable rent, the following points should be considered :—

- (1) The nature of the soil.
- (2) Its vicinity to irrigation channels or water convenience.
- (3) The average outturn per year.
- (4) The cost of cultivation.

Regarding the remission, there should be definite statutory provision. It is quite likely when such things came under a statute, the statute is likely to be twisted to the extreme and taken advantage of by a small percentage of tenants. But, in the interests of the generality of the tenants, there should be definite statutory provisions regarding the remission. In the absence of such a provision, the zamindars would naturally harass the tenants even though there are very good moral grounds for such remission. In this connexion, I would like to refer to the judgment in 40 Madras, page 640 where it has been held that in the absence of proof as to the existence of a custom or contract, an obligation to grant remission for shavi owing to the non-repair of the irrigation source by the landlord is purely moral and not legal and cannot be enforced in a court of law. This judgment indicates the absolute helpless position in which the courts are placed. Even though there are sufficient ground as per common sense and justice to grant remission, where a landlord is perverse and does not give remission, the courts have to sit with folded hands and simply be a mute, eye witness to the atrocious way in which the rent is being collected from the poor tenants, thus deprive him of his subsistence. Courts should be made to preserve more of justice than of law. So, a statutory basis given to such remission would go far to alleviate the miseries of the tenants under the iron hand of zamindars.

In granting remissions, the following points should be considered :—

- (1) Whether the loss was due to any voluntary act of tenant.
- (2) Whether the loss incurred is due to any neglect of the landlord. In providing the necessary facilities for cultivation.
- (3) Whether the loss is a result of some act beyond control of the tenant or zamindar, i.e., act of God.

From very ancient times, the Rajahs have been collecting only one-sixth of the produce as the rent and it has come to be regarded as a fair and equitable rent by our ancestors. Hence one-sixth of the produce commuted to money will be a fair and equitable rent.

The rate or share of the rent should not be fixed permanently for all times to come. Such a procedure even though would solve many difficulties and minimise the work of the court, would work great many hardships on the part of the tenants. Hence it is better to evolve and enunciate the principles for levying the rent and then it should be left to Courts or the officers to put those very principles to application as and when they arise.

The Provincial Government should certainly have certain reserve and superintending powers over the acts and equities done in regard to the rent through their Revenue Settlement Officers.

III. At present the remedies for the recovery of rent due are (1) suit before the Collector, (2) distraint and sale of the movable property of the defaulter, the growing crops or the produce of the land or trees in the defaulter's holding, (3) by sale of holding. The landlord should be deprived of the third remedy, viz., the sale of the holding. The two other remedies vested in the zamindars are enough to tyrannize the tenants.

IV. Regarding the rights of the tenants to water-supply, there cannot be any definite rule. In a case where a piece of land has been under cultivation from the water from a particular place, from ancient times, the right of such water-supply should be deemed as an inherent right and where a piece of waste land has been retained, and brought under fresh cultivation, the right to water-supply should be deemed to arise out of contract as between the tenant and the landlord. In one case, the right will attach itself to the very piece of land and in the other to the person of the tenant being a contract as between the landlord and the tenant.

A landholder has no doubt superior right in the water source over that of the tenant. But his right is only this much. He can levy water-cess when the tenant uses the water in contravention of the custom or usage or in contravention of the terms of the contract.

V. All the estates should be surveyed and the record of rights should be maintained. In making such a record, three-fourth cost incurred should be borne by the zamindars and only one-fourth should be borne by the tenants.

VI. The landholder can no doubt receive whatever given by the tenants out of pure love and affection. But such a right should be made a legal right as to become a subject matter of a suit or other proceedings.

VII. The tenants should have a right to utilize the local natural facilities for the purpose of grazing of cattle, collection of green manure, or wood for agricultural implements.

The tenants do have an inherent right to utilize such material facilities for domestic and agricultural purposes. But at the same time, the tenants do not have any right to sell such facilities and make it a source of profit.

The tenants have only a general right of user, in community lands, poramboke and public path. They cannot use it for private purposes.

VIII. The principles that should be followed in formulating a suitable scheme for the maintenance of irrigation source :—

- (1) The nature of the source.
- (2) What is the custom so far.
- (3) General cost of maintenance.

(b) The responsibility of repairing should certainly be on the Provincial Government when the landholder has failed to take action promptly in maintaining the water source and other irrigation works.

Such powers should be vested in the Government ready to be applied on the application of parties only.

IX. An yearly jamabandi is quite necessary for the smooth working of the officials concerned.

XI. A special tribunal should be constituted for the purpose of enquiry into the disputes arising between the landlords and tenants. This should be a final appellate authority.

The actions between the landlords and tenants should be tried in ordinary civil courts.

XII. In unauthorized occupation of lands by the tenants, the Zamindar can

- (1) sue for ejection
- (2) distraint of property on the land occupied for recovering the rent for the time it was occupied.
- (3) Penal assessment.

The law in connexion with the collection by landholder of jodi, poruppu, kattubadi do require revision.

P. SHARFUDDIN.

**Memorandum by Mr. V. Tirtagiri Maniyagar, President, Chowttahalli Panchayat Board, Salem district.**

I. (a) The pattadar is the proprietor of the soil.

(b) The zamindar is entitled to collect the rent. The tenants execute a lease deed agreeing to cultivate the lands of the pattadar on condition that the latter should be paid one-half of the produce. It is also customary for them to execute a lease deed agreeing to pay the annual rent to the pattadar in cash or in kind. At the expiry of the period of the lease, the tenants will hand over the land to the pattadar.

II. (a) & (b) The rent for the lands in Chowttahalli and Malaiyandahalli, which are mitta villages situated within the panchayat area, is now excessive. Steps should be taken to fix the rent with reference to the rent which was levied in favour days.

(c) The entire rent should be remitted in respect of a year in which there is no rainfall or crops fail although the lands are cultivated or the two crops are not grown and loss is incurred thereby.

(d) It is better to fix the rent permanently according to the rate which prevailed originally.

(e) Yes.

III. (a) & (b) It will be better if the powers for the collection of rent now given to the zamindars under the Madras Estates Land Act are exercised by the Government themselves.

(c) The procedure in regard to the collection of rent, etc., should be made simpler by the adoption of some other means than those of distraining the lands and bringing them to auction.

IV. (a) The owners of the land have customary rights to water-supply.

(b) The pattadars, who are the owners of the lands, have rights in water-sources. The zamindar has only the right to collect rent.

V. (a) Yes.

(b) It is only the zamindar that should bear the cost of survey.

VI. The zamindar should not demand from the pattadars any customary levy other than rent.

VII. (a) The tenants have extensive rights to graze cattle in porambokes, tanks and hills and to collect from hills green-manure and wood for agricultural purposes.

(b) Yes.

(c) Both the pattadars and the tenants have got rights with regard to these.

VIII. (a) There are certain persons whose duty is to maintain water-sources in good condition. But it is not possible for these persons to attend to their work properly. The Government would do well to appoint a qualified person to maintain water-sources properly. It is the zamindar that has to maintain the water-sources in good repair.

(b) If the zamindar fails to repair or maintain irrigation works, the pattadars will ask him to do so and the zamindar should comply with their request.

(c) The Government do not exercise these powers *suo motu*. The pattadars should ask the zamindar to carry out the repairs.

XI. (a) A Special Tribunal should be constituted in addition to the Board of Revenue.

**Memorandum by Mr. Rama Reddi, village munsif, ThogaraI, Thogarah Agraharam,  
Hosur taluk, Salem district.**

I. (a) The ryot.

(b) The inamdar has the right to collect rent. The ryot has the right relating to land.

II. (a) Rent in the case of dry lands should range between Re. 0-6-0 and Re. 0-10-0 and in the case of wet lands between Rs. 2 and Rs. 4 per acre.

(b) Lands should be surveyed and classified according to fertility as first rate, second rate and third rate lands. The produce of each class of land for twenty years should be taken into account and rent should be fixed at one-fourth of the yield, cultivation expenses being deducted. All other kinds of taxes including cesses should be done away with.

(c) Yes, as in the case of Government villages.

(d) Rent should be fixed according to the rules of the Government as circumstances require.

(e) Yes.

III. (a) Powers of collection should be confirmed as they exist at the present time.

(b) There is no reason for revision.

(c) The method of collection of rent need not be revised. Arrears of rent in the case of a particular plot of land should be collected from the produce of that particular plot only or from that particular plot itself or they might be realized from the produce of other plots of land or from such plots themselves.

IV. (a) The ryot has an inherent right. The affair must be made contractual.

(b) The inamdar has a superior right in water-sources like tanks. This is why he possesses the right to effect repairs, etc.

V. (a) Yes.

(b) The ryot should bear one-fourth of the cost and the inamdar should bear three-fourths of the cost.

VI. No.

VII. (a) The ryot should have a right to graze cattle, etc.

(b) Yes.

(c) The ryot has the right of enjoyment in respect of hill and forest porambokes, etc. But the inamdar has a superior right.

VIII. (a) The Government should have superiority over the inamdar and the ryot.

(b) Yes.

(c) The Government should apply such powers on application by parties as well as independently when, in their discretion, they find such application of powers proper.

IX. Yes.

X. (a) & (b) The zamindar is superior to the pattadar, the ryot and the inamdar.

XI. (a) A special court should be constituted.

(b) In the special court.

XII. (a) The inamdar should collect only the rent on the land, from the day the fact of unauthorized occupation comes to his notice.

(b) Yes.

**Memorandum by the Kaveripatnam Congress Committee, Kaveripatnam, Salem District, dated 30th November 1937.**

I. (a) The proprietor of the soil undoubtedly is the zamindar.

(b) The zamindar has the sole power to appoint the tenant and to collect the rent. The tenant is responsible to pay the rent and land revenue.

II. (a) & (b) The existing system and rate of rent is the fair and equitable rent.

(c) Yes, there should be a statutory provision for remission of rent on the same principles adopted for Government villages.

(d) The rate of rent can be fixed once for all.

(e) Yes, the Provincial Government should possess reserve powers to revise, alter or reduce the rents.

III. (a), (b) & (c) The Madras Estates Land Act does not require revision and it should be exactly on the principles of the Government villages.

(a) The rights of the tenants to water-supply are inherent as being appurtenant to the land.

IV. (b) The landholder has a superior right in the water sources in the estate to the extent of allowing water-supply to dry lands when in plenty.

V. (a) Yes, we do require that all the estates should be surveyed and a record of rights maintained compulsorily.

(b) Both the parties should bear the costs.

VI. The landholder should not demand any levies customary or otherwise from ryots in addition to rent.

VII. (a) The tenants have got rights with regards utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements free of costs.

(b) The tenants have got an inherent right to use them for their domestic and agricultural purposes free of costs.

(c) The landholder has got the sole management of the public paths, communal lands, and hill and forest porambokes. The tenants have got the right to use them free of costs.

VIII. (a) The zamindar should have the sole power to maintain the irrigation sources and works bearing himself all costs. The tenants should be responsible for kudimaramat only.

(b) We do require that the Government should be vested with powers to undertake the repairs or maintenance of irrigation works where the landholder fails to take necessary and proper steps.

(c) Such powers should be vested with the Government not to be applied *no moto* but on application by parties.

IX. Yes, the jamabandis in the case of ryotwari village is necessary.

X. The same relations existing between the pattadar and landholder should exist for the undertenants also.

XI. (a) The Revenue Board should continue to be the final appellate and revisional authority.

(b) Both in the revenue and civil courts should be the actions and proceedings between the landholder and the tenants be tried.

XII. (a) The same rules must apply in the zamins as in the case of Government villages for unauthorized of occupation of lands by the ryots.

(b) Does not require any revision.

**Memorandum by M.R.Ry. V. R. Perumal Chettiyar Avargal, M.L.A., Gugal, Salem,  
dated 2nd December 1937.**

As I hold the opinion that the system of zamindari is out of date and should be abolished. I do not answer your questions item by item. The zamin ryot gets no benefit of the rimi stories of the Government and his position as compared with the Ryotwari Tearant deplorable. I write that the zamindars ought to be given a reasonable compensation with a view to extinguish their rights. Any attempt at reform of this system is bound to fail as the system is vicious.

V. R. PERUMAL CHETTIYAR.

**Memorandum by the President, Panchayat Board, Ichangur, Bagalur estate,  
Hosur taluk, Salem district.**

The Panchayat Board of Ichangur, Bagalur estate, in its sitting dated 30th November 1937 with the following members in the Village Panchayat Office at Ichangur passed the following resolutions to the questionnaire under reference, which is submitted for the consideration of the Parliamentary Committee.

I. (a) The occupancy ryot is the proprietor of the soil. Zamindar is entitled to kist only.

(b) The tenant is the enjoyer of the soil and he has the authority to sell or mortgage the land, but the zamindar has the authority for collecting the rent of the land.

II. (a) & (b) The rent or the kist should be fixed considering the nature of the soil, annual rain fall, water-supply (tanks, etc.) and the prices of the produces from the land.

(c) There should be statutory provisions for the remission for rent; the remissions must be granted whenever rains fail; and when tanks, etc., are not in good condition as a result of the crop failure.

(d) It will be profitable to fix easy and proper rents (considering the conditions of a particular area) once for all; and also providing provisions for reconsideration in extraordinary circumstances. Powers for this vested in the hands of a special officer.

(e) The Provincial Government must have the special power in such cases.

III. (a) The power of collection of rent must be in the hands of Government.

(b) Government after collecting the full amount from the ryots may pay the amount to the zamindar directly so that there may not be troubles and ill-feelings between the amindar and the ryots. (This method saves money also.)

(c) Kist of each instalment must be fully collected. Then alone enhancing the number of instalments if ryots need and there should be room for arrears.

IV. If ryots make use of water in the poramboke lands (such as small ponds, wells, etc.) for petty agricultural purposes, then water-tax should not be collected from them.

(a) All estates must be compulsorily surveyed and the record of rights maintained

(b) Ryots need not pay anything for this work.

VI. Landholders must not demand any other levies other than the land kist.

VII. (a) & (b) The tenants must have full right to utilize the local natural facilities such as grazing, etc., free of cost only if the tenants utilize them for their domestic purposes only.

(c) The tenants must have full right to make use of public paths, communal lands, etc., and the zamindar should not create any kind of hindrance to the tenants.

VIII. (a) to (c) Powers and rights must be vested in the Provincial Government to undertake repairs, etc., or maintenance of irrigation works. Government should take up such works without expecting any petitions from the parties which causes delay.

IX. Necessary.

X. The under-tenant is only an ordinary cultivator of the land of the owner. He must cultivate it according to the agreement between them in connexion with produce, etc., but he has no right of selling or mortgaging the land to anybody.

XI. (a) There should be a special tribunal for the purpose.

(b) Existing courts are enough and the present procedure may be followed.

XII. (a) If a poor ryot who is really in need of lands, and if he occupies certain extent of land, then in that case the same land may be confirmed to him for fixing suitable rent; but if any person occupy with any other motive in that case the occupied land may be taken from him.

(Mark of) D. C. JUNGAPPA,  
President.

**Memorandum by Mr. P. B. Venkataswami Chetti, President, Panchayat Board,  
Kadathur, Salem district.**

(1) The proprietor of the soil is generally the mittadar except in the case of such of the tenants as have secured 'patta' from the mittadar. There is no provision in the Act to compel the mittadar to give waste lands either on lease or to grant 'patta' to those tenants both local and from outside who are desirous of cultivating the same. This must be provided for in the Act by an amendment. Mitta ryots should have the same rights and privileges on his acquired land as the amani ryots have on their lands. When once the mittadar grants a 'patta' on a ryot, then the ryot must be deemed to be the owner of the land, the mittadar having only the right to collect the rents.

(2) When fixing a fair and equitable rent for the land, considerations must be given to the nature of the soil and irrigation facilities. Provision must also be made to empower the Government to compel the mittadar to grant remission of rents to the ryots in times of famine, failure of rains and other natural causes. There should not be a permanent settlement; and settlement must be in accordance with the prevailing prices of commodities from time to time, and also to the varying value of the land. The Government should take powers to compel the mittadar to grant such remission.

(3) The powers of collection of rent now given to landlords must be revised, viz., arrangements for collection of rents must be made through the Revenue Department at a low cost.

(4) Regarding irrigation facilities, the ryots must have an inherent right to the same. There must be no agreement or contracts between the ryots and the landlord.

(5) The zamindar should not be empowered to demand any fees other than rents and should be made to limit himself to that extent of the amani villages.

(6) Every nook and corner of the mitta villages should be resurveyed by a Government party and a complete and correct record must be prepared and kept ready for inspection and reference. The burden of such expenses should be borne by the mittadar alone.

(7) At present the tenants have no inherent right to the natural facilities such as grazing of cattle and collection of green manure or wood for agricultural implements. Provision must be given for the ryots to enjoy those natural facilities free of cost. The mittadar must be made to look after the grazing fields to see it maintained for that purpose alone, so that it may be useful for ever. The public paths, communal lands and places used for public recreation and festivities, must be the sole monopolized property of the public. It must be seen that every village is provided with a public place for recreation; adequate place in front of temples for the use of the temple devotees for the purpose of thronging there in connexion with that of the temple affairs, a place for a reading room and library, place for market and cart-stands and choultries. The setting apart of these places must be a compulsory obligation on the part of the mittadar. He should not be allowed to interfere with



those places in any respect unless they are misused. The right of maintaining and supervising those places with that of the sole right of the public paths should be vested in the hands of the village panchayat. The hill and forest porambokes should not be used for other purposes except in extraordinary conditions which has to be decided by the District Collector.

(8) Powers should be vested in the Provincial Government to be applied *suo motu* to undertake repairs and maintenance of irrigation sources and works. All irrigation schemes must be undertaken by the Government, the mittadar only tendering advice to Government in consultation with the ryots.

(9) Yearly jamabandi should be made compulsory for proprietary villages also.

(10) The 'pattadar' only should be responsible to be the mittadar for the rent, and not the undertenants who will in turn be responsible to the pattadar from whom they got their lease.

(11) The suits for the recovery of the arrears of rent should be filed only in the stationary sub-magistrates' courts situated in every taluk. The suit must be filed by means of an ordinary petition and no stamps or any cost whatsoever be incurred on that behalf. The allowing of the appearance of vakils in defending such petitions is not an appreciable one. In case of a dispute as to rents, rights and other things of stipulating matters of law should be filed in ordinary judicial courts. The sole object must be that the tenant should not be made to bear the enormous costs of these suits and relieve him from the undue and unnecessary intentional troubles of the mittadars.

(12) The system of control of encroachments and unauthorised occupations of land in amani villages *suo motu* be applied. If the survey and maintenance of records stipulated in paragraph (6) be kept in a proper condition, there will be no difficulty in such applications.

**Memorandum by Mr. K. P. Nanjappa Chettyar, Krishnagiri, Salem district, dated  
23rd November 1937.**

I, K. P. Nanjappa Chetti, living in Krishnagiri and a ryot of "Thalapalli" village in Bellarapalli mitta, most humbly submit the following to your kind notice and favourable consideration.

1. The said Thalapalli village has a big tank which helped a great deal for irrigation. But in the year 1903, due to heavy rains and floods the tank-bund gave way and the bund was in a dilapidated condition.

2. Though the permanent lessee was repeatedly requested to repair the breach, he did not heed the requests of his own ryots.

3. The ryots were suffering very much for ten years after the breach and they were compelled to pay the full wet-land kist though the lands were barren for want of proper irrigation. Then the ryots, by collecting money among themselves, and by their own labour, repaired the breach.

4. Unfortunately, after a few years, the tank-bund once again gave way and is still in the same condition for the past nearly fifteen years.

5. As per sections 135 and 137 of Estates Land Act I of 1908, the ryots are not in a position to repair the breach.

6. As per the said Act, the permanent lessee should repair the breach. Though he did not do so, he has been extracting the full wet land kist from the villagers. We have neither unity among ourselves or help from others to oppose him.

7. The said tank is a big one with a capacity to irrigate two or three villages.

8. Since the permanent lessee has failed to repair the tank-bund, I most humbly pray that the Provincial Government, as per item 8 (b) of the questionnaire sent to me, should have powers to interfere and do the needful, thereby remedying the wants of the distressed and oppressed.

9. Therefore I most humbly request that either through a committee appointed by the Government or through the Tahsildar, the tank and affected parts of the tank must be inspected and the reports of the ryots should be heard to personally and I pray that the Provincial Government should take the necessary steps to redeem our longfelt wants and help the peasants.

10. I most humbly submit as the last line of my application that such atrocities as are committed by permanent lessee in Thalapalli cannot be found in any mitta village.

11. Hoping that this my humble application to your esteemed honour will be favourably considered and necessary steps taken at an early date.

**K. P. NANJAPPA CHETTYAR.**

**Memorandum by Mr. Edward Buchanan, Kamakeral village, Kollegal taluk, Coimbatore district.**

In writing memoranda connected with the press communique and questionnaire I would point out that my experience is confined to the Kollegal taluk of the Coimbatore district. There are no large landholders or wealthy zamindars in this taluk.

I. (a) In my opinion the zamindar is the proprietor of the soil, that is, subject to his obligations to the Government and Crown.

(b) In some cases the interest of the tenant circles round present profits. The zamindar is more interested in the continual productivity of the soil.

II. (a) I suggest a fair and equitable rent is one half of the produce, the zamindar paying land and water-rates, etc.

(b) The amount of labour and expense required to produce the crop. Surely the labourer is worthy of his hire.

(c) Statutory provision for remission of rent. Yes! I think this may be necessary. Bad seasons, insufficient rainfall, pests, as locusts and caterpillars and many other causes beyond the ryot's control often leave him in a position where he cannot pay rent. In the case of the small holder often there is much difficulty in raising sufficient to pay the land-cess owing to Government. In such cases provision for remission is called for. When remission is given to tenants the landholder must be protected. He cannot remit rent to his tenants unless Government are prepared to grant him some relief from land-cess and water-rates.

(d) This matter must be left to capable and reliable officers to settle as and when occasion arises.

(e) If there are cases where rents are inequitable it probably would be necessary for Government to have reserve powers to deal with the matter.

VII. (a) I think that as a general rule tenants should have free access to local natural facilities as grazing, green manure, wood for domestic purposes, etc.

(c) Tenants should have equal rights with landholders to public paths, communal lands, forest porambokes, etc.

VIII. (b) Where Irrigation works are not kept in repair and maintained Government should be vested with right and authority to see to the maintenance of such.

(c) Powers to be applied *suo motu*. Cost of such maintenance may have to be met by Government if not sufficiently remunerative to landholder or tenants.

If the advantage to occupiers or owners of the land would justify it, then cost can be charged to or collected from them.

EDWARD BUCHANAN.

**Memorandum by Mr. C. V. Nanjappa, President, Panchayat Board, Sikkarampalaiyam, Karamadal Post office, Coimbatore district.**

I. (a) It is only the tenant that is the legitimate proprietor of the soil.

(b) As the tenant soils and cultivates the land and maintains it in good condition, he should be given more rights.

II. (a) Rent may be fixed at one-tenth of the produce.

(b) Rent should be fixed with reference to the nature of the land, the expenditure likely to be incurred by the tenant and the income from the land.

(c) Statutory provision should be made for remitting the rent when there is deficiency of rainfall or when damage is caused by pests, etc.

(d) The rent should be fixed according to the recommendations of a committee appointed for considering the question as and when it arises.

(e) A committee should be appointed for fixing the rent and the Provincial Government should confirm it.

III. (a) Yes.

(b) The Government themselves should collect the rent directly.

(c) The cost of collection of rent will be reduced if the revenue authorities themselves collect it when it falls due.

IV. (a) It will be convenient to the tenants if they take water according to their rights.

(b) The landholders need not have any right in respect of water-sources.

V. (a) The estates should be surveyed.

(b) The tenants should bear one-fourth of the cost and the rest should be borne by the zamindar.

VI. No.

VII. (a) The tenant should enjoy these rights in public places without having to pay any levy. But the Government should impose suitable conditions.

(b) Yes.

(c) It is only the tenants that should have preferential rights with regard to these.

VIII. (a) The power in respect of this should be vested in the Local Panchayat Boards.

(b) Yes.

(c) On application by parties.

IX. Yearly jamabandis are not necessary. It is enough if there is a jamabandi once in five years.

X. They are responsible only to the pattadars.

XI. (a) A Special Tribunal should be constituted.

(b) In Special Courts.

XII. (a) The zamindar should not take any action whatever against a tenant who has been occupying the land in an unauthorized manner for more than twelve years.

(b) Yes.

C. V. NANJAPPA.

**Memorandum by M.R.Ry. S. Krishna Kudumban Avargal, M.L.A., Ammapatti,  
South Budanatham, Udamalpet taluk, Coimbatore district, dated 29th November 1937.**

I. (a) & (b) The tenant has generally occupancy rights in the holdings. Such rights were being enjoyed from time immemorial. The recent inam legislation has recognized this in the inam villages, while Act I of 1908 recognized the name in the zamindaris. Such rights should be preserved. The proprietor is entitled only to the melvaram and the kudivaram vests in the tenant.

II. (a) The rent which was fixed at the paimash now holds good in the proprietary estates, subject however to the enhancement under Act I of 1908. The field of the land for a number of years will be a deciding factor in fixing the court. The provisions now embodied in Act I of 1908 are sufficient. The civil or revenue court may be invested with power to test the correctness of the enhancement or reduction of rent.

(e) Such power is necessary in extreme cases.

III. The powers now exercised by the proprietors are more than sufficient. The power of restraining the crops for collection of revenue should be resorted to as a last resource. The existence of tendering patta and taking muchalika should be a condition precedent for effecting distraint. Arbitration courts may function in estates subject to the control and superintendence of civil courts.

IV. The right to water supply is inherent in the tenant who owns land. The quantum of supply may be regulated by contract. The landholder's right should be subject to this tenant's right to apply. He should not divert the water-course to the prejudice of the ryot's interest.

VI. Landholders cannot levy anything more than allowed by statute by ways of cesses in addition to rent.

VII. Communal porambokes for grazing cattle should be preserved and the ryots should have a right to graze their cattle in them and collect manure.

A nominal tax be levied from the tenants for using wood for domestic purposes. Public paths should vest in the district board.

VIII. The landlord or proprietor should be bound to maintain the water-sources in proper repair failing which the Government should intervene on the application of the ryots and see to its proper maintenance.

IX. Jamabandi is absolutely necessary.

XI. Special courts should have jurisdiction to entertain suits, actions and proceedings between landholders and tenants.

XII. (a) The same rules that govern the ryotwari areas may be framed in respect of assignment or eviction as the case may be.

Record of rights is compulsory. Every year the details of correction.

**Memorandum by I. Savarimuthu Pillai, Madura District Board Member, Attur,  
Nilakkottai taluk, Madura district, dated 5th October 1937.**

- I. (a) Tenant.
  - (b) Possession right to tenant and thirvai right to zamindar.
- II. (a) Government rate.
  - (b) According to the nature of the soil.
  - (c) According to the Government rates.
  - (d) According to the Government rate, if violation occurs it should be settled by the officer or court concerned.
  - (e) Yes.
- III. (a), (b) & (c) Present system of collection may be followed but without incurring loss such as interest, etc., on the tenants.
- IV. (a) Faisal lands water-supply interest right, for others contract.
  - (b) Yes. Only to safeguard the sources.
- V. (a) Yes.
  - (b) According to Government Survey Rules.
- VI. No.
- VII. (a) Yes.
  - (b) Free of charge.
  - (c) Tenants have communal rights. Landholder managing rights on behalf of the Government.
- VIII. (a) According to Government Rules.
  - (b) Yes.
  - (c) On application by parties.
- IX. Yes.
- X. According to Government Rules.
- XI. (a) Board of Revenue to be the final appellate and revisional authority.
  - (b) Revenue.
- XII. (a) To issue the patta and collect rent.
  - (b) Yes.

I. SAVARIMUTHU PILLAI,  
Member, District Board, Madura.

**Memorandum by M.R.Ry. R. S. Venkataramayya Avargal, M.L.A., Mattaparai,  
Sholavandan, dated 29th November 1937.**

- I. (a) In my opinion the tenant is certainly the Proprietor of the soil.
  - (b) The interest of the landlord is practically limited to the collection of rent. All the other interests belong to the tenant and affect only the tenant. The very bounty and richness of the soil is the life and living of the tenant.
- II. (a) A reasonable portion of the profits after deducting the investment, labour charges and a living wage for the tenant is a fair and equitable rent.
  - (b) Fertility of soil, irrigational facilities, cost of labour and local manuring facilities are the considerations to be taken into account in fixing a fair and equitable rent.

(c) Yes. There should be statutory provision for remission of rent. When the crops fail or are destroyed owing to conditions which are not controllable by agriculturists, statutory provision should be made for remission of rent.

(d) It is advisable to settle the rate or share of rent for a particular area once for all.

(e) It is very desirable that Provincial Government should have reserve powers to revise, alter or reduce the rents wherever they are found inequitable by executive action.

III. (a) Yes. The powers of collection of rent now given to landholders under the Madras Estates Land Act, do require revision.

(b) On the lines of the existing ryotwari settlement area.

(c) Vide answer for III (b).

IV. (a) Rights of tenants to water-supply are inherent as being appurtenant to the land.

(b) The landholder has no superior right in the water-sources, in the estate.

V. (a) Yes. All the estates should be surveyed and a record of rights should be maintained compulsorily.

(b) Only the zamindar should bear the cost.

VI. No. The landholder cannot demand any levies, customary or otherwise from roys in addition to rent.

VII. (a) The rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements are absolute and inalienable.

(b) The tenants have got inherent right to use them for agricultural purposes alone, free of cost.

(c) The rights with regard to the public paths, communal lands and other hill and forest porambokes are vest with the public. The interest of the land holder is simply with that of a trustee.

VIII. (a), (b) & (c) The Provincial Government should take charge and maintain the irrigation sources and works of zamindars in proper condition. Costs should be collected from the respective zamindars.

IX. The rotten system of jamabandi ceremonial working havoc in the ryotwari areas should never be introduced in the zamindari areas.

X. The legal status of under-tenants in zamindari areas in relation to the pattadars and zamindars should be the same as that of the under-tenants in the ryotwari areas.

XI. (a) The final appellate and revisional authority should be vested with a special tribunal to decide any disputes between landholders and tenants.

(b) Actions and proceedings between landholders should be tried in Revenue Courts.

XII. (a) Eviction.

(b) The law requires no revision.

R. S. VENKATARAMAYYA.

**Memorandum by M.R.Ry. S. C. Balakrishnan Avargal, M.L.A., on behalf of the tenants of Ayakudi zamin, Ayakudi P.O., Palni, dated 29th November 1937.**

I. (a) The tenant.

(b) The tenant has absolute proprietary rights in the land, with free powers of alienation and also to enjoy the land in any way he likes, by digging wells, etc., and changing the character and cultivation of the land subject, however, to the payment of the kist due to the landlord which is a first charge on the land.

II. (a) No definite answer is possible. The figure may be fixed after a mature consideration of the tenants' hardships and keeping in view the data furnished below.

(b) The nature of the soil, the quantum of its average yield, the locality of the plot and the prevailing rate of the rent should be considered for fixing the rent. There should not be any uniform and inflexible standard.

(c) Yes. Scarcity or excess of rains, breaches and other causes of loss due to the default or negligence of the landlord, pests, etc., should be taken into consideration in granting remissions.

(d) It is better to enunciate the principles and leave the matter to be decided by the Government or the courts as and when exigencies arise.

(e) Yes.

III. (a) Yes.

(b) On the Ayan standard lines.

(c) The rent may be collected in cash or by barter. In the matter of sale of holdings, notice should be given to the person in enjoyment of the land also and to those who have acquired an interest in the land by sale, mortgage, etc. An account should be maintained of the persons who are in enjoyment of the lands and also of the rights under which they enjoy the same.

IV. (a) It is a matter of inherent right consequent on the proprietary right to the land and the payment of rent, and not a matter of contract.

(b) No. The landholder should make an even distribution of the water without arrogating to himself any preferential right.

V. (a) Yes.

(b) Landlord—two-thirds. Tenant—one-third.

VI. The landlord is entitled to collect the cesses, etc., now prevailing in the Ayan Revenue department on condition that he makes adequate provision for the purposes and objects for which they are collected, as is being done by the Government.

VII. (a) Free and absolute rights without being subjected to any payment for enjoying the same.

(b) Yes.

(c) The landholder is entitled to them subject to the rights of the tenant as set forth in clause (a) above provided he does not make a personal use or alienation of them.

VIII. (a) The landholder should maintain the tanks, channels and other irrigation sources in good repair and must remedy any defects therein then and there and see that the tenant gets his proper and usual supply of water without let or hindrance. The Government should appoint officers to inspect the irrigation works and sources of water-supply and submit annual reports or periodical or occasional reports.

(b) Yes.

(c) Either on their own initiative or on the reports submitted by their officers under sub-clause (a) or on the petition of the parties concerned.

IX. Not necessary.

X. A person who has acquired title to the land or any interest in the land from a tenant should be legally considered to be one who is entitled to the land or has an interest in the land. Any proceedings against the pattadar after he has parted with his interest in the land should not be held to be binding on the real owner of the land. The landholder must be made to recognize the right or interest of a third party on the matter being brought to his notice either by the alienor or the alienee and should issue demand notices to the alienees also. Further, the landholder should be directed to file encumbrance certificates whenever he brings the properties to sale and explain the encumbrances and bring the properties to sale subject to the same. If this is done, a good deal of litigation, loss and worry to unweary alienees will be avoided. The present section 125 of the Act should be amended in view of the suggestions made above.

XI. (a) The Board of Revenue may continue to be the final and revisional authority in such proceedings as a special tribunal may involve additional cost. The decision of the Board of Revenue should be liable to be challenged in the civil courts.

(b) The ordinary civil courts may be invested with jurisdiction to try all actions and proceedings between tenants and landlords.

XII. (a) The present provisions are adequate for the purpose.

(b) No such collections are made in this zamin and so no definite opinion can be given by us.

AYAKUDI ZAMIN TENANTS.

**Memorandum by M.R.Ry. Rao Bahadur R. Narasimha Ayyangar, Pleader, Madura, dated 27th November 1937.**

I. (a) The zamindar is the proprietor of the soil. There is the individual interest of the tenant in the soil of the land he is holding. The adjoining landholders have got an interest in the land so far as the latter continues to preserve its character. A nanja land must preserve its character as a wet land when surrounded by other wet lands. It is a paramount duty to see that the lands are caused to produce to its full capacity. This duty lies primarily on the zamindar. The tenant has right of permanent occupancy to enjoy the land to his best advantage maintaining the character of the land. The tenant must also have a right to relinquish his rights when he can no longer derive any profit out of the land. The person who must take the land so relinquished must be the zamindar. In this view, it is very difficult or impossible to assert that the tenant is the proprietor of the soil.

(b) The right of the tenant is his permanent occupancy right. Unless relinquished by the tenant, he has the absolute right to possess and enjoy. The zamindar cannot disturb the tenant in the latter's possession or enjoyment. The tenant can grow according to his choice what he can get from the land maintaining its character. Where the character of the land changes or has to change, the terms of the landlord and tenant with regard to the changed condition must be determined by a contract between the landlord and the tenant or by a decision in the civil court.

The landlord must do his duty in the matter of facilitating proper cultivation by maintaining the irrigation sources.

II. (a) & (b) *A fair and equitable rent.*—The zamindar and the tenant must both be prosperous. Prosperity or adversity must affect both the zamindar and the tenant equally or proportionately in regard to every land held by a tenant. The computation system in the Sivaganga Zamindari of the Ramnad district has ruined many families, though a few can gloat over it. The land does not yield properly. The cost of labour has grown very high. Labourers have grown weak and cannot work as much as their fathers did. Hence the trouble has arisen.

(1) The yield of the land. (2) The cost of cultivation and harvesting. (3) The maintenance of irrigational facilities and communications. (4) Where it is a case of money rent, the average price prevalent for at least thirty years—these will have to be taken into account in fixing a fair and equitable rent. The net produce may be divided equally between the zamindar and the tenant, in the case of wet lands. The zamindar has to pay the peshkash to the Government out of his income.

(c) There must be statutory provision for remission of rent. A crop experiment must be made of a land selected from the affected area and the proportion of its produce to the average yield of the land at other times must be the guide to order remission as the crop experiment will show. The land for crop experiment must be selected by the village panchayat. The landholder may have a right to conduct a crop experiment of any land of his choice. The decision of the village panchayat must bind the tenant while that of the landlord will be subject to determination by courts of law if the tenant so chooses.

(d) It is not possible to treat the zamindari area on a par with Government area. A permanent settlement of rent in the case of a zamindari area is not feasible or proper as the interests of zamindar and the tenant are so much intertwined that they must share all prosperity and adversity. It is therefore advisable to enunciate the principles to determine the fair and equitable rent.

II. (e) The Provincial Government need have no powers in regard to revision, alteration or reduction of rent. The legislature must enunciate the principles and the ordinary civil courts must decide cases in cases of contest. Rights of parties should not be subjected to executive orders of the Local Government.

III. (a), (b) & (c) The power of distraint of movables exercised by the landholder should be taken away. The distraint should only be made through the Revenue Officer. The simpler and safer procedure is to authorize the Government Tahsildar to distraint the crop, attach the holding and sell the same. Where the tenant is in arrear, the next crop must be subjected to distraint for a past arrear of rent even though the tenancy may have changed. Every tenant takes a land subject to the risk of a past arrear due on that land.

IV. The right to take water from an irrigation source is one appurtenant to the land which is wet or garden land. In case of dry lands it is a question of contract. The settlement register of any village must show (a) wet lands, (b) dry converted to wet and (c) dry lands. In the case of wet lands the right is appurtenant to the land. In the case of dry

converted into wet, the right is regulated by custom and the village panchayat must decide if they can take water without prejudice to the adjacent wet lands. In the case of dry lands it is purely a question of contract between the landlord and the tenant. Where the landholder allows the wet lands and dry converted into wet lands to suffer and make a contract to dispose of the water, his act will be actionable. The zamindar can improve the water sources and gain advantage without detriment to the tenants.

V. A record of rights for each village must be compulsorily made and revised once in five years by the landholder. The cost of the preparation must be borne by the zamindar or landholder. The record so made must be deposited in the office of the Government Revenue Tahsildar. In many zamindari areas the pattas stand in the names of persons—deceased years beyond limitation.

VI. The landholder can claim, on issue of patta, rents for trees held by tenants in the porambokes. He shall have no right to levy anything which will not come under the definition of rent. The customary swatantarams for temple and other communal institutions should be collected by the village panchayat and the ordinary law of Trust must apply to that fund.

VII. A standard must be fixed. The holder of an area of land will, according to that standard, have the right to graze so many cattle, to collect so much of the green manure or wood for agricultural purposes free of cost. The tenants have an inherent right to use them for their domestic and agricultural purposes. The tenants will have a limited interest in public paths, communal lands and hill and forest porambokes for necessary domestic or agricultural purposes. Without prejudice to the limited interest of the tenants, the landholder can use them and derive any advantage for himself.

VIII. (a) The scheme must be settled to satisfy the existing conditions. The classification of lands being complete at a settlement according to irrigation facilities, any improvement must be a question of contract. The landholder should not be coerced to make improvements of the present scheme even if the scheme may look profitable.

(b) The Provincial Government is interested in the well-being of all and to see that every estate is prosperous. The Provincial Government must have a right to undertake repairs or maintenance of irrigation works already settled. It must act on application and it can also act *suo moto*.

IX. No yearly jamabandi is necessary at all. I wish so because the settlement register showing pattadars and areas under each pattadar should be revised once in five years.

X. The under-tenants who enter into a contract with the tenant must have the legal status and responsibilities of the tenant. Where the contract is communicated to the landlord the under-tenant must be held liable for the rent due and must be sued in courts of law for any arrear. The relationship of the tenant and the under-tenant is a question of contract. The under-tenant takes the character of the tenant and ousts the tenant from that character, for the period of the contract. Many persons who had mortgaged with possession their lands to others have to figure as defendant and pay the arrears due when the mortgagee made default in the payment of rent. This status of the under-tenant is mainly necessary to protect the registered tenants from any further adversity.

XI. (a) The Board of Revenue need have no revisional powers. The legislature and the law courts must deal with all questions between the landholder and tenants or under-tenants.

(b) The ordinary civil court must deal with matters. Neither Revenue Officers nor Special Tribunal is necessary. It is to the advantage of both parties that suits are heard in a court fixed at a place. A moving court is of great disadvantage. The inconveniences felt by parties in moving courts are plenty.

XII. (a) In the case of the unauthorized cultivation, the landholder must within one month take steps to evacuate the cultivator but if he fails he must be content to take the rent due according to the rate prevalent for a similar land. He should have no right to charge penalty. The village panchayat on requisition by the landholder must effect the removal of the unauthorized cultivation. Where it fails to do so within a month after requisition, the landholder with necessary police help may effect the removal, and recover damage and costs through court from the encroacher.

(b) The law in regard to collection by the landholder of jodi, poruppu and kattubadi from inamdars require no revision as they are in the nature of permanent settlements.

In conclusion I submit that every village must have a village panchayat consisting of a representative of every landholder of the village and one more that that number elected



by the tenants of that village with jurisdiction to manage all common and communal questions relating to the domestic living and agriculture and control of all communal properties and the like.

**R. NARASIMHAN,**  
*General Secretary, Social Service League  
and D.P.As., Madura.*

**Memorandum by M.R.Ry. Rao Sahib N. Natesa Ayyar Avargal, Advocate, Madura,  
dated 26th November 1937.**

I. The answer to this question depends upon and is bound up with the answer to the wider question "Who is entitled to the soil, the Raja or the Praja, the King or the Subject." My understanding of the Raja Dharma and Praja Dharma as enunciated in Manu Smriti Kautilya's Artha Sastras, Kamandakceyam, Sreemath Ramayanam and Mahabharatam and other allied works is that the Praja is the owner of all occupied lands and that Raja or the State is entitled only to the revenue therefrom which ought to be fixed immutably at a sixth share of the entire net yield and to all unoccupied lands. In this view, the Praja in occupation whether called mirasdar, ryot, tenant, etc., whether in a Government tract or zamindari has to be recognized as the owner of the soil and none else. The terms zamindar, proprietor, land-owner, landlord, tenant, ryot are misleading and ought to be eliminated. The terms Raja and Praja are more expressive and pleasing and bring out more correctly and realistically the real jural relationship. A different view, however long held, by whomsoever declared and however much asserted and acquiesced in, voluntarily or involuntarily, is repugnant and ought to be eschewed. The prerogative right of the King or State to suspend the operation of this principle and to commandeer, in times of emergency and war and Rashtra Viplava, will stand unimpaired.

(a) The Praja has a freehold interest in fee simple, as English Jurisprudence would describe it, in the lands in his occupancy, subject however to the regular payment of the revenue. The persons who are designated as zamindars, proprietors, landholders, land-owners or landlords are not to be regarded as owners of the lands in any sense of the term. They are mere farmers of revenue under an arrangement of non-indigenous origin of recent growth, perhaps from the days of Muhammadan conquest. The conception of intermediaries of this kind appears to be wholly unknown to the Hindu monarchy. The sooner such an alien conception is banished the better will it be for the good of the country as a whole subject of course to the payment of adequate compensation which this class appears to be patriotic enough and willing enough to receive.

II. (a), (b), (d) & (e) It ought to be the attempt of everybody interested in the welfare of the country to fix as fair and equitable rent or revenue, a sixth share in the net yield. If it is not possible to do so coinstanti, it may be done on a graduated scale of reduction in the course of a decade, say from the present rate of a moiety to a third share in the first five years, and from that share to a sixth share in the next five years. It ought to be made a fundamental right of the Praja that this share ought not to be altered to his prejudice under any circumstances by any power. This will not work any hardship to the King or State because it is implicit in this arrangement that the costs of special works of irrigation and other projects of utility in relation to agriculture will be borne by the Raja and Praja in the ratio of 1 is to 5 and will be a charge on the land in the same way as the regular revenue or rent. No reserve power in anybody is called for.

(c) No statutory provision for remission will work satisfactorily, human nature being what it is. The matter must be left to the good sense of the Raja and Praja. Besides, if the system of sharing in kind is adopted, as it should be, no provision for remission will be needed. The difficulties in working the system of sharing in kind may no doubt be immense at the inception, but ways and means can be evolved and carried out to mitigate the trouble and overcome it ultimately. The birth of a free and self-government and the growing sense of nationalism and responsibility thereunder will go a long way to ease the situation. This may look reactionary at the first blush, but, in course of time, it will turn out to be in the best interests of the country.

III. (a), (b) & (c) It has already been stated that the zamindari system ought to go. If however it is thought desirable not to take at once what may be felt in some quarters as a drastic step, the procedure for the collection of rent ought to be approximated as far as possible to the procedure prescribed for the collection of revenue. On principle there appears to be no reason why there should be a different procedure. Zamindars are virtually the assignees of the Government and are exercising delegated powers in making the collection. It will be illogical to deny to them the powers which the Government will

exercise in the absence of such delegation. Reason and common-sense alike point to the desirability of investing them with such powers, at any rate, as an experimental measure. The procedure prescribed for the collection of revenue is simple enough and can be safely copied. This may involve the destruction of the right of persons claiming under alienations created by the registered pattadars. But it is a disability which is shared by the alienees of ryotwari holders also and nobody can be heard to complain as the alienees take with the knowledge of the possible risk.

IV. (a) & (b) In the view enunciated above regarding the respective rights of the parties, it is clear that the right to water-supply is appurtenant to the land except in those rare cases where irrigation works have been constructed or are maintained out of the private resources of the Raja or Zamindar. All existing water-courses, reservoirs and other sources of irrigation will have to be treated not as the private property of the Raja or Zamindar but as the samudayam property subject to the same legal incidents as the holdings themselves. There is no question of contract and all conceptions of superior rights in the landholder stand ruled out.

V. (a) & (b) There is no reason why there should be a difference in this respect between Government tracts and zamindari tracts. What obtains in the former may be and ought to be extended to the latter. The costs are to be borne in the ratio of 1 is to 5.

VI. In theory, at any rate, revenue is the consideration paid by the occupiers or Prajas for the protection afforded to them by the Raja or State in the enjoyment of the produce without disturbance by others, and for no other purpose. If the occupier requires protection in other matters as well, he ought to pay consideration for it. A levy made for such additional purposes cannot be open to objection and may be legally demanded.

VII. (a) & (b) Every occupier must be treated as having an indubitable right free of cost to the facilities referred to in the question subject to the equal right to the same, of every other occupier. The power to regulate the exercise of such rights must vest in the Raja or Zamindar to avoid conflict.

(c) Unoccupied hill and forest porambokes are the absolute property of the Raja or Zamindar. Contracts with the Prajas must alone be the foundation for the acquisition of rights in them by the latter. The power to regulate the use of communal lands and public paths must vest in an agency outside the Prajas.

VIII. (a), (b) & (c) The cost of maintaining the irrigation sources and works has, as stated already, to be borne pro rata. This element has to be prominently kept in view by the parties and the courts in framing schemes. An unexplained breach of this bilateral obligation may be made the foundation of an action in a court of law. It is not desirable to clothe the Provincial Government with any power in this respect even on application by parties as it is liable to the risk of grave abuse.

IX. There ought to be no difference in this respect between a zamindari and Government tract.

X. (1) & (2) There ought to be no jural relationship between the zamindar and the under-tenant except when it is made the subject of a tripartite agreement among the zamindars, pattadars and under-tenants in which case their respective rights and obligations will be governed by the contract, otherwise the under-tenant will have no legal status against the zamindar and vice versa.

XI. (a) The Board of Revenue is already an inexcusable supernumerary body. The move to abolish it is one in the right direction. Whatever appellate or revisional authority it possesses now must be taken away from it and vested in the existing civil courts. A special tribunal is wholly uncalled for for this purpose.

(b) The existing revenue courts ought to be abolished. They were never popular and will never become so. Creation of special courts is unthinkable. The existing civil courts will be quite adequate to deal with all litigations between landholders and tenants.

XII. (a) There ought to be no difference in this respect between the rights of the Government and the rights of the zamindar.

(b) The mutual rights and obligations of zamindars under this head, in so far as they are not dealt with by the existing law, may be left to be regulated by contracts between them if they choose. No legislative interference is necessary.

*N.B.*—That Government alone is the best form of Government wherein the right of Prajas is best interfered with. It is in this view the questions have been answered; It is an ideal Government: No nation has achieved it so far; It was possible when people had regard for religion: morality and eternal Dharma; It will become possible when these eternal principles—Dharma, Sivadharm and Sanatana Dharm—are restored Any attempt at legislation without regard to the principles will defeat its own purpose:—

N. NATESA AYYAR.

**Madura district, dated 27th November 1937.**

I have the honour to inform you that I received a copy of the Press Communiqué and questionnaire with regard to the conditions prevailing in the zamindari and proprietary areas from the Collector of Madura, and I am glad to submit this memorandum containing the following suggestions:—

I think the questions formulated by the Parliamentary Committee have been based on the Estates Land Acts, which have been enacted from the istimira sanad issued by the East India Company, during the inception of the British Government.

The zamindar of a place is the real owner of the land, but lands once assigned to tenants by zamindars are their own to which the zamindars have no further claim, except collecting rents. So the tenants are the sole owners of their holdings.

With regard to imposing rents, zamindars have levied variable rates of rents, which require immediate revision. In proprietary villages, there is no custom of remission even if crops fail thoroughly for want of rain. There must be some statutory provision for remission as in non-zamindari villages, and it would be good if the Government would have the reserve powers.

In zamindari villages, the collection is not coercive, and the tenants appreciate it to a great extent, but the methods adopted by the zamindars to realise the arrears defaulted by some ryots are very bad. All the holdings covered by the rent are brought to sale, irrespective of the value of the lands. So, only plots required for the amount due may be sold giving previous information to the tenants by publishing the sale in the district gazette.

To my knowledge, the tenants of certain zamindari villages have even superior rights than the zamindar, with regard to irrigation. The tenants have permanent rights over this. The main defect is, that the zamindars do not take proper care to repair the channels and sluices then and there, whenever required. So this ought to be in the hands of the Government.

It is the wish of the ryots of zamin villages that all the lands should be surveyed and permanent records maintained so that there may not be disputes and other difficulties with regard to boundaries.

In certain zamins, some old customs are still existing to pay some presents and levies to the zamindars, other than the usual rents. The poor and depressed classes are regular victims to this time-old custom which requires immediate attention.

The tenants have got all rights to collect fuel, green manure, and other agricultural implements from the zamin forests according to the Istimira Sanad, but the zamindars restrict such privileges, and there are always conflicts between the ryots and the zamindars. This requires the immediate attention of the Government.

Annual jamabandi in all villages is absolutely necessary to settle all disputes and accounts. Tenants prefer only civil courts to settle their disputes, but a Special Tribunal to decide all matters as appellate authority may be constituted above the Revenue Board. If the estates are surveyed, all the unauthorized occupations may be found out, and the zamindars will be greatly benefited by getting new rents to which they had no claim before.

**Memorandum by Mr. J. Venkatarama Ayyar, Pleader, Sivaganga, dated 9th November 1937.**

1. (a) The history of the 18th century shows that the ancestors of the present zamindars were treated and regarded by the Muhammadan Governments as the farmers of revenue. Even in cases where the ancient Hindu ruling families were made the zamindars, they were never accorded any legal right beyond the collection of revenue. The British rule also followed the same policy and recognized the zamindari system treating the zamindars as the farmers of revenue which was then fixed. But this right of revenue granted to the zamindars was made heritable and alienable. As against this there is the ryot—the actual man on the spot—with his hereditary plough deep in the soil. “The zamindar is no more in law than an assignee of public revenue.” (Speech of Hon’ble Mr. Forbes.) In essence “there is no difference between a ryot holding lands in a zamindari and one holding lands in a Government village.” (Minutes of Sir T. Munro, Volume I, page 254, quoted by Hon’ble Mr. Forbes.)

The zamin ryot is entitled to occupy the land so long he pays rent just as the Government ryot. In the zamindari area the agency for collection of rent is delegated to the zamindar. Unoccupied waste has been granted by zamindars at favourable rents. But no occupied ryoti land has hitherto been snatched by the zamindar and given in inam to a stranger. In such cases the zamindar has only transferred his share of melvaram, and the ryot has been paying melvaram to the grantee ever since. Taking all these into consideration along with the provisions of the Local Estates Land Act the following answers are possible :—

(i) *In a ryoti land.*—The ryot or the occupancy holder is the proprietor of the soil so long as he cultivates it and pays rent.

(ii) In waste and porambokes and tank beds including jungles the zamindar is the proprietor of the soil. But the moment they are let for cultivation the ownership shifts to the ryot and the zamindar is the melwaramdar. By way of caution cultivable areas in tank beds and catchment porambokes should not be transferred by the ryot according to the sweet will and pleasure of the ryot detrimental to the zamindar and other ryots. For instance a tank bed land may be purchased by a rival adjacent villager of an inam village and fenced or walled up preventing the spread of water of the tank.

(b) (i) The tenant is the owner and occupier of the land with an heritable and transferable right and is bound to recognize the rights of the landlord and pay him melwaram.

(ii) The landlord is entitled to the melwaram of the yield. The nature of the interest of the ryot and the landlord are so inter-related that each has to do certain duties detailed hereunder for mutual benefit. The tenant is to make a cultivation of his choice according to the season and the quantity of water available to him in the tank. The choice of cultivation should be that of the ryot according to the demand in the market.

*Fair and equitable rent.*

II. (a) Zamindari areas may be divided into :—

(1) River-fed and (ii) tank and rain-fed.

(i) In the river-fed area irrigation is easily had. So the ryots may have double crops and they could be easily expected to pay money rent at the rates obtaining in the adjacent Government tracts.

(ii) In the tank and rain-fed areas irrigation is difficult and the ryot is not able to raise even a single crop when there is no rain. In this area whatever is grown and reaped the zamindar has his share of melwaram. In case of no rain and consequently if no cultivation the zamindar should not collect his melwaram for that fasli. In case of good rain and a full tank the zamindar is entitled to his melwaram even if the tenant neglects the cultivation of the land. In this case the total yield must be estimated according to the actual yield of a similar adjoining land.

(b) To fix a fair and equitable rent the following points are to be considered :—

(i) The nature of the soil.

(ii) Water-supply irrigation facilities.

(iii) The existence of topes and forests closely.

(iv) The kind of cultivation which is likely to give good and marketable yield.

(v) The market value of the produce.

(vi) The proximity of a market and the way to reach it easily.

(vii) The availability of green manure free of cost.

(c) Remission must be provided by statute alone. Want of rain, dearth of water, heavy and destructive floods and devastation fire and damages by stray cattle. Loss by stray cattle to be strictly reported then and there to the zamindar by the ryot in writing.

(d) The rate and share of rent is to be settled once for all so that there might not be any necessity for a trial afterwards. Answer to question 2 (a) is applicable to this also.

(e) The Provincial Government should have reserve power to revise, alter or reduce the rent whenever they are inequitable. But the revision must be based on the recommendations of an ordinary court of law to whom they must give power to report on such matters on the motion of the parties.

III. (a) & (b) The powers of the landholder for collection of rent do not require any revision.

(c) The Revenue Tahsildar may be empowered to send the demand notices under the existing procedure under the Estates Land Act. The process in this case must be served personally upon the pattadar or in his absence on the cultivator or other person interested such as the son of the pattadar, the othidar or hypothecatee.

IV. (a) Water-supply is a necessary and inherent right of the tenant and it is not a matter of contract. It should not be a matter of contract. The water source of irrigation is intended for the land under the ayacut and as such the supply of water is not and could not have been a matter of contract.

(b) The landlord is not entitled to any superior right in water sources which are natural. When the landlord digs a source and brings water by payment of money the tenant is bound to bear half the cost of digging and half the cost of water. In this case the zamindar may be permitted to have exclusive right to possess the source of water which is his sole artificial creation even though the ryot pays half of the digging cost. Tanks and kanmois or cheruvus are water sources as old as the land. The zamindar is the owner of the tanks. He is entitled to regulate and apportion the water to the ryots during scarcity of water. The zamindar must be enabled to collect proportionate share of the expenses incurred by him in the repair of the irrigation sources.

V. (a) & (b) Survey is necessary. The cost must be borne by both the zamindar and the ryot.

VI. No levies should be permitted except kanganam and kulavettu and ordinary swatantrams to the nine village artizans. All these must be first taken out from the produce before the division. In case of money rent no kanganam cess to be levied as the zamin official need not be present. But kulavettu must be levied in money in cases of money rent. The swatantrams to the artizans must always in kind in any case. In the case of the ryot paying kulavettu the ryot should not be separately charged either for tank or channel repairs.

#### *Rights of tenants.*

VII. (a) Grazing of cattle, collection of green manure and taking wood for agricultural implements are the natural requirements of husbandry and must be free. No fee could be charged for these things. Free permits must be granted in the patta itself to the ryot as a matter of right. The ryot is as much interested in the preservation of the forest as the landlord and a free use of the forest by the ryot for the above purposes is equally beneficial to the zamindar who gets his melvaram. The zamindar is entitled to own and watch the forest besides the use he may make for his purposes.

(b) The tenant is entitled to graze his cattle in the forests free of any cost. Special permits may be prescribed free of cost to any ryot wishing to take wood for implements. Here I mean not only plough but also the villager's bandy. As for domestic use the ryot is entitled to cut shrubs and pick fallen pieces of wood for his fire, free of cost. But he cannot cut any tree for firewood. In extraordinary cases permits must be granted for cutting trees for firewood on payment of a reasonable price for a tree (Karuva and Velvela tree). For building houses the ryot must pay for the tree he wants so that he may not misuse his rights.

(c) *Public paths.*—Must be free and common for all the ryots and under-ryots and others in the village both to walk singly and in procession. Communal lands, hills and porambokes must be controlled by the zamindar for the free use of the same by the ryots for their agricultural purposes.

VIII. (a) Irrigation sources and water tanks must be maintained and repaired by the landlord. In case of the collection of kulavettu no special contribution could be levied by the zamindar for repairs. If there is no collection of kulavettu the zamindar is entitled to half the cost of repairs. The zamindar must maintain an account of the cost of repairs if he wants to charge the ryot.

(b) The Provincial Government must make the landlord to repair the irrigation works and in case of refusal must execute the repairs and collect the costs according to the manner stated in 8 (a).

(c) The Government must move *suo moto* in the matter of repairs of water sources. The zamindar must be asked to send a report of the irrigation sources and repairs every year through the respective revenue divisions.

IX. Yearly jamabandi is necessary to know the actual state of the ryot and zamindary.

X. The relationship of the under-tenant is only contractual with the tenant. As with the zamindar he stands in the same shoes as that of their tenant.

XI (a) The Revenue Board need not continue to be the final appellate and revisional forum. Ordinary civil courts may be given jurisdiction over these matters. In case of a general non-payment of rent by the tenants the zamindar must be helped by a tribunal consisting of the Collector and the District Judge of the district and one Council member

who has no interest in that zamindari. The concerned Minister and his Secretary are ex-officio members of this committee. The necessity for forming or asking for such a body is to be left to the discretion of the landlord. This enquiry is to be free of any cost to the zamindar. This inquiry is to be held in the village or the headquarters of the zamindari.

(b) Separate revenue courts may be abolished and civil courts to be empowered in revenue matters.

XII. *Unauthorized occupation* is illegal and gives no right to such occupier. The zamindar is entitled to all the remedies under the ordinary law to eject and claim damages.

The inamdars may be asked to give the present extent of their wet cultivation in their areas and the jodi, etc., may be revised provided the inams are not enfranchised. In case of enfranchised inams no revision is possible under the law.

J. VENKATARAMA AYYAR.

**Memorandum by Mr. V. Subramania Pillai, B.A., B.L., Secretary, Bar Association, Ambalamudram, dated 30th November 1937.**

I. (a) The word 'zamindar' used in the questionnaire evidently includes 'inamdars' also, of whole inam villages for which the Estates Land Act is applicable. The word used in the Estates Land Act is 'landholder' which applies to both inamdar and zamindar. So, when the word 'landholder' is applied to the zamindari, it means 'zamindar' and when it is applied to inam lands, it means 'inamdar'. To determine who is the proprietor of the soil, we have to go to the grant. In the case of inamdars, the original grant deed is mentioned in the inam register of the inam villages. The word 'Sarvamaniyam' is mentioned in almost all the inam grants. It is therefore to be taken that, in respect of inam villages, the original proprietorship of the soil vested in the Government and by the deed of grant, the proprietorship or ownership has been transferred to the inamdar.

As regards the zamindaris, a reference has to be made to Regulation XXV of 1802 which mentions that a deed of permanent property or Sannad-i-milkiyat-Istimrari has to be granted, so as to secure the prosperity of the country. It presupposes that there was no grant before and a reference to the District Gazetteer of the districts, prepared from the Government records, shows that the zamindars had no such grants before, but were given these grants for the military services rendered. Section 14 of the said Regulation presupposed the existence of the ryots occupying the lands and it compels the zamindar to engage with them. These facts show that the zamindaris were granted to them as tax-gatherers. The facts that the whole of the income of the zamindari was calculated and taken into consideration and a portion was waived for the zamindar and peshkash settled, show that the right of collection of the tax was alone granted to him and not the ownership of the proprietorship of the soil. We are, therefore, of opinion that the occupying tenants are the proprietors of the soil.

(b) In inam villages, though the proprietorship wholly belonged to the inamdar, the tenants acquired permanent occupancy rights by virtue of Statute (Section 6 (1) of the Estates Land Act)—they are therefore now in the same position as the ryots in the zamindari areas. Their interest is therefore permanent.

The zamindar's interest is novel, interim and not as permanent as that of the tenant.

II. (a) From ancient times the King's share of the income from the land has been recognized as one-sixth of the gross produce (vide 27 Madras 386 and Kural).<sup>\*</sup> This will represent the equitable share of the landlord; but seeing that the zamindar has got to pay a big peshkash and to incur large expenses for collection, etc., the rent payable to the zamindar may be so fixed as to represent the money value of one-fourth of the produce.

<sup>\*</sup> "தென் புலத்தார் தெய்வம் விஞ்ந்தொக்கல் தான் என்றாங்கு ஐம்புலத்தாறு சும்பல்தலை"—Tirukural.

And see the commentary for the above stanza of Parimelalagar, i.e., "அச்சனுக்கு இறைப பொரும ஆறில் ஒன்றாயிற்று."

(b) The tenant, the ryot has to be preserved in his agricultural profession, which would yield him sufficient margin to maintain himself. The present influx of the agricultural population in the towns is due to the fact that he cannot maintain himself out of the income, after meeting the agricultural expenses and paying the rent. The rent therefore has to be fixed in such a manner as to give sufficient margin for the ryot's sustenance. The income to be derived from an agriculturist's proper must be such as not to induce him to devote his attention to any other work as a supplementary profession.

(c) As the law stands at present, remission is purely a matter of grace and not of right. This necessarily involves great hardship to the ryot population and it is necessary to give them substantial relief not only in times of drought when there is a full failure of crops, but also in times of water scarcity, when there is partial failure of crops or short produce on account of insufficiency of water for irrigation. If there is failure of crops or waste on account of the neglect of the ryot, no remission should be granted.

In cases in which there is only a three-anna crop, full remission should be granted as the yield will be sufficient only for reaping and harvesting expenses. In cases where the yield is above a three-anna crop, two-thirds of the rent must be granted remission in order that cultivation expenses may be covered and one-third of the yield must represent the landlord's share of the rent.

(d) It is advisable to settle the rent due for a particular area, once for all.

(e) Yes. In cases in which the rent now demanded is oppressive, a remission by the Government is necessary.

III. (a) & (b) Before the landlord can exercise the summary powers to recover rent, patta has to be tendered and this ought not to be postponed to the end of the year. There must at least be a clear one month's time between the date of tender and the date of commencement of proceedings.

(c) The present procedure, as a result of the amendment of the Estates Land Act, involves Gazette notifications both before and after sale. These charges are ultimately saddled on the ryots. It is necessary that the new amendments should be deleted and the old state of affairs restored.

In proceedings under section 112 for sale of land, it is the practice of the Divisional Officers to issue attachments before orders for sale are issued. As under section 5 of the Act, there is a statutory charge for rent, there is no necessity for attachment previous to sale, on the analogy of the sale orders in civil courts in respect of properties mortgaged. This procedure will simplify matters.

IV. (a) As the rent in respect of wet land includes the water charge also, there is no separate water-rate that can be claimed by the zamindar.

In regard to dry lands, the landlord should not be allowed to impose water charge at his pleasure. A certain fixed charge adopting the rate in ayan lands should be imposed on the acreage system.

(b) Inasmuch as the grant to the zamindar or the inamdar is in respect of the whole village, he should have full and exclusive command over the use of water entering his village without any disturbance whatsoever either from Government or any other source. Full opportunities should be given to him to utilise as much water as is available to him for increase of wet cultivation.

V. (a) Though survey and record of rights of each zamindari is desirable, the present time of depression is not fit for it on account of the exorbitant charges half of which will ultimately be borne by the tenants.

(b) If survey is made, the cost must be borne in equal moieties by the landlord and tenant.

VI. As section 135 of the Act clearly prevents any such levy, no additional provision is necessary.

VII. (a) In spite of the fact that large tracts are available in zamindaris for grazing cattle, for collection of manure and for taking wood for agricultural implements, the ryots are not allowed to have the facilities because of the wrong impression that the zamindar is the owner of these forests. The result is that such tracts as leased out and profit derived by the zamindars. This practice should be put a stop to and the ryots should be given full facilities for the said purposes, by opening the forests free for them.

(b) Yes.

(c) Public paths and communal lands such as cattle-stands, threshing floor, burial grounds and such like are now used commonly by both the zamindar and the ryots without restrictions. But in the case of hill and forest porambokes, seigniorage fee is charged by the zamindar and this monopoly ought to be put a stop to, so as to allow facilities free of costs to the tenants.

VIII. (a) The duty of the zamindar to maintain the irrigation works is now cast on him by Chapter VIII which make sufficient provisions for their upkeep. No alteration is necessary.

(b) and (c) It is necessary that the Government should have power to repair irrigation works *suo moto*, in cases of neglect by the landholder.

IX. Jamabandi, as in ryotwari villages, is not necessary.

X. (1) No case of any dispute between ryot and an under-tenant has been brought to our notice nor any case between zamindar and an under tenant. Since the relationship of an under-tenant is evidently one of contract, there is no need for any special legislation.

XI. (a) and (b) The final authority in all cases between the landlord and the tenant must be the High Court.

The Board of Revenue is purely a Revenue body, intended for collecting statistics and supervising revenue officers. It cannot be expected to exercise any judicial discretion as required by law. So far as we are aware, 95 per cent of the appeals preferred to the Board of Revenue are disposed of with the endorsement "No reason to interfere." This common endorsement shows that no judicial frame of mind is brought to bear in cases brought before them. Hence the reason for taking away the appellate powers, from the Board and transferring it to the High Court, in which the public have immense confidence. All other Courts in matters of dispute between landlord and tenant must be subordinated to the High Court. The Civil Courts may not be able to give speedy reliefs to the various subtle situations arising and on account of the delay caused thereby, power was given to the Revenue Officers. But as time progressed, the law has developed to such an extent that those who are not trained in law cannot be expected to bestow a judicial frame of mind in the administration of the law relating to landlord and tenant. Hence lawyers of ripe experience alone should be appointed as Special Courts to exercise judicial powers in regard to revenue matters, in case it is considered inadvisable to invest Civil Courts with jurisdiction.

(b) There should be one itinerant Court in each District with head-quarters in the District centre styled as a Revenue or Special Court which should camp for trying cases at the different headquarters of the Munsiffs' Courts. This system will entail less costs, inasmuch as pleaders will be available at such places. According to the present system, pleaders have to be taken from the Munsiffs' Courts headquarters or the District headquarters to the camping places of the Revenue Divisional Officers, thus entailing great costs both to the landlord and tenant.

XII. (a) Provision is made in section 163-A of the Madras Estates Land Act. But the exclusive power of ejection can be vested in the Revenue Court, instead of in the Civil Court, as the procedure in the latter Court involves delay; otherwise, the existing provisions are sufficient.

(b) The landholder should have the same powers to proceed against an inamdar of land within the limits of the estate, as he has in respect of other ryoti lands, unless the inam happens to be one settled by the inam Commissioner, with the stipulation to pay jodi or quit rent direct to the Government.

V. SUBRAHMANYA PILLAI,  
*Secretary.*

**Memorandum by Mr. L. Krishna Ayyar, Nainaragaram, Tenkasi taluk, Tinnevely district, dated 29th November 1937.**

I. (a) The tenant is the proprietor of the soil.

(b) The tenant is entitled to the full benefits of the lands whereas the zamindar is entitled only to a fixed rent (Raja Bagam) payable to him either in kind or in money.

II. (a) Equitable rent is one which is fixed at a reasonable rate (as that of the adjoining Government ryotwari village) and when the prices of the food stuffs are at a low rate. In certain zamins the rent is fixed by contract entered into by both the parties (commutation) but in almost all the cases the rent is inequitable because the zamindars took to their advantage of fixing the rents when the prices of the stuffs were at the highest. Now when the prices have fallen down the tenants are not only unable to pay the rent doubled with interest, but are forfeiting their lands by the high handed action of the zamindars in taking attachment proceedings, etc.

(b) If the rent fixed already is reasonable (this may be ascertained from the ryots of the village) no alteration is necessary. If the rent be to the advantage of the zamindars and at a high rate, then the rent should be fixed at the same level as that of the adjoining Government ryotwari lands; but in all the cases additional payment of amounts such as thandal, kaval, etc., should be abolished.

(c) There should be statutory provision for remission of rent, and it should be like that of the adjacent Government ryotwari villages.



(d) For each and every area the rent should be settled once for all and the latter procedure (that is fixing the rent then and there) should be not adopted. Because it will always cause litigation and unnecessary expenditure to both the parties besides petitioning the officers then and there and wait for their leisure. Even granting that the officer comes and determines a fair and equitable rent, there will always be complaint or appeal against his judgment by either of the parties.

(e) It is necessary that the Provincial Government should have reserve powers always to reduce the rents by executive action through their Revenue Settlement Officers.

III. (a) The powers of collection of rent now given to landholders require no revision. It may remain as it is.

(b) As regards collection of rent the present procedure may be adopted but instead of attaching the holding the *standing crops only should be attached*. But in all cases no interest should be charged.

IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to the land; but in zamin villages during the time of commutation certain clause is added to the effect that the tenants should also pay certain contribution towards the repairs of tanks and supply channels. This clause is affecting only the poor ryots because those who are rich and feared have not been affected by such clauses. Anyhow the zamindars are legally bound to supply water for the irrigation of lands of the ryots as long as they collect rent from them.

(b) The landlord has no superior right in the water sources in the estate but by force and threats he takes it to his advantage and utilizes the water as he pleases. He goes even to the extent of selling water and takes it to unauthorized lands (ayacuts). This should be stopped. The village officers should be specially instructed to report such cases and in case of discrepancy they should be dealt with severely.

V. (a) All the estates should be surveyed and record of rights maintained compulsorily.

(b) Full costs should be borne by the zamindars as they enjoy the Raja Bagam of rent. It will be unfair and unjust to demand anything from the tenants as they are already involved in heavy debts. It is the bounden duty of the zamindars and the State to see that every bit of land is surveyed without demanding anything from the poor ryots.

VI. The landholder cannot demand any levies, customary or otherwise from ryots in addition to rents, but if there is any existing, same should be completely abolished and penalized.

VII. (a) The tenants have the right to use the grazing grounds, collect green manure, wood, etc., for agricultural purposes.

(b) The tenants have got the inherent right to use them for their domestic purposes free of cost. Some of the zamindars are gradually encroaching upon these rights and hence litigation and trouble to certain extent. Whether this is encroached upon or not, it should be universally declared free to the tenants.

(c) The tenants and the zamindars stand on the same ground as to the use of communal lands, etc. In almost all the zamindaris with few exception the zamindars are disposing them off freely at their will and pleasure. If such cases are brought to the notice of the authorities no proper enquiry is made and no document of value is perused. If at all, enquiries are made, they are conducted *in camera*, without giving proper facilities to the petitioners and the tenants, to argue their case, thus disposing of the case to the entire satisfaction of the landholders. In almost all the cases no responsible and experienced officer comes and holds the enquiry but deposes inexperienced and junior officers who have no knowledge of Estates Land Act. If certain relevant clauses are explained to them from the Estates Land Act, they suppress important documents which are in favour of the ryots and do not bring them to the notice of the higher authorities (cases can be cited). In all these cases the village karnam plays an important part and corrects the village accounts to the benefit of the landholders. If such cases are brought to the notice of the authorities the next superior officer (Revenue Inspector) who comes for enquiry supports the karnam and there ends the matter.

VIII. (a) The principles to guide the parties or courts to arrive at a suitable scheme for the purpose of maintaining irrigational sources and works, should be like that of the works maintained by the Government in the Public Works Department and the Revenue Department.

(b) Certainly the rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation works, where the landholders fail to take necessary and proper steps.

(c) Such powers should be vested in the Government to be applied *suo moto* and on application by the ryots.

IX. Yearly jamabandi is most necessary as in the case of Government ryotwari villages.

X. There is no legal status at present for the under-tenant except his engagement with the pattadar by certain contract either oral or written, but he enjoys the benefits of tenants as are enjoyed in the ryotwari villages. He has no connexion whatsoever with the zamindar except to call him as raja or maharaja.

XI. (a) A special tribunal should be the final appellate and revisional authority in proceedings between landholders and ryots.

(b) Actions and proceedings between landholders and tenants should be tried only in civil courts.

XII. (a) Encroachment Act may be operated in respect of unauthorized occupation of lands by the ryots.

#### *Additional points.*

1. *The Madras Estates Land Act.*—The Act should be thoroughly overhauled in order to give greater facilities to the ryots and making every section clearer to avoid trouble and litigation. Important matters should not be left unattended to by the authorities for want of fulfilling some minor technical points. If cases reported are found in favour of the ryots they should be given effect to leaving aside all the minor points raised technically by the zamindars.

2. *Abolition of zamindaris.*—All the zamindaris should be abolished gradually and when occasion arises, by fixing the maximum period to ten years. In future if any of the zamindars wants to sell his estate to a new purchaser it should be stopped by passing legislation and if at all any transfer is effected, the new comer should be only the State.

3. *Village Officers' appointments.*—The Government should not as a formality consult the landholders for appointing village munsifs and karnams, as they do it at present. They should be under the direct control of the Government. If any case is reported and proved against them they should be dealt with severely.

4. *Landholders' agents.*—They should be authorized to receive all communications from the ryots by local delivery system and such receipts should be made valid and binding on the landholders. A popular man of some means should be appointed as the manager of the estate and he should be held responsible for the collection of rents.

5. All the holdings belonging to the temples and charities attached or transferred whether wantonly or otherwise should be given back to the original endowments without any remuneration whatsoever. The management of temples should be given to a selected trustees.

6. All the communal lands appropriated by the landholders by a strike or correction in the village accounts or by alienation should be given back or taken from the present occupant after holding an impartial trial.

7. Pathways for taking manure to fields and grains from the fields are essential.

8. Melwaram rights should be abolished and an equitable rent fixed throughout.

L. KRISHNAN.

Memorandum by Mr. P. S. Somasundara Nadar, Tuticorin, dated 28th November 1937.

With reference to the copy of the Press communique and questionnaire, dated 5th October 1937, regarding the conditions prevailing in zamindari and proprietary areas, I give you below the answers for the different questions :—

I. (a) The proprietor of the soil is the zamindar. (Proprietor is the permanent lessee of a land. Tenant is a sub-lessee.)

(b) The proprietor has the proprietary right of the land, i.e., he is the owner of the land. But he has got only the right of collecting assessment on it. The tenant has got the right of alienating the land, enjoying it in whatever ways he pleases.

II. (a) For dry land an assessment ranging from six annas to Rs. 1-8-0 per acre according to the nature of the soil, and for wet land from Rs. 5 to Rs. 20 per acre according to the nature of the soil, water supply, etc.

(b) Nature of the soil. Facility of water-supply. Tanks may either be rainfed or channelfed. Some difference should be shown between the rainfed and channelfed tanks.

(c) Yes. Remission should be on principles similar to those of the Government villages.

(d) It is better if the rent is fixed once for all taking into account the advantageous and disadvantageous points, as has been done in Government Villages.

(e) Yes. It is desirable. If it is so done there will be no grievance to the tenants as there is a chance of reversing the rates of assessment of the land according to its average yield.

III. (a) Yes.

(b) Now the proprietors have to go to the Revenue Department to realise their rents by means of attachment and sale of lands. This procedure especially after the introduction of the succeeded Act I of 1908, takes not only time to realise the arrears but also, costs unnecessary expenditure which is practically borne by the tenant. Because the proprietor spends and collects the same from the defaulter together with the arrears.

(c) Instead of this, the proprietors being the permanent lessee of the land, may be directed to collect the arrears if any from his sub-lessees through Civil Courts as loans, etc., on promissory notes and other deeds are collected. Such applications may be classed as small cause suits in Civil Courts—or a separate tribunal may be appointed.

IV. (a) The rights of water supply are inherent as being appurtenant to the land.

(b) The landholder has equal rights as those of the tenants.

V. (a) Yes. If surveyed and records of rights maintained trouble for collection of rents will be minimised to an appreciable extent. Because transfer of registry can be effected then and there as is done in Government villages.

(b) One half of the cost should be borne by the proprietors and the other half by the Government.

VI. Proprietors cannot be allowed to demand any levies, customary or otherwise from ryots provided the facilities to proprietor and ryots mentioned above are granted.

VII. (a) Tenants should have the privilege of grazing their cattle, etc., in poramboke lands and other communal lands. The proprietor should see that sufficient pasture grounds is made available. For this purpose he may be allowed to collect the additional tax according to the extent of privileges.

(b) The tenants have no right at present. But it is necessary that they should be allowed to enjoy such rights.

(c) At present all communal lands are recognised as poramboke lands vested in Government. This privilege should be allowed to continue.

VIII. (a) The ryots may be required to meet one third of the expenditure in connection with the irrigation sources, either by paying in cash or in shape of physical labour.

(b) Yes. If the irrigation sources are not kept in sound state, the proprietor concerned should be given notice by the Collector or his subordinate that the irrigation source should be repaired within a fixed time and if it is not complied with, the Government should make the necessary improvements and its costs recovered from the proprietor.

(c) This should be done suo moto or on application from ryots.

IX. Yes. Only for villages where there are items of revenue due to Government.

X. Dealt with in question No. 1.

XI. (a) Please see question No. III (a), (b) and (c).

XII. (a) The proprietor should be empowered to evict encroachment as the Revenue Department has in case of Government villages.

(b) Existing rules seem sufficient. Hitherto no grievance has been reported in the matter of collection by the landholder from inamdars.

P. S. SOMASUNDARA NADAR.

**Memorandum by District Congress Committee, Tinnevely, dated 28th November 1937.**

I. All authorities are unanimous to the effect that the zamin ryot is the proprietor of the soil in zamin estates to the same extent and in the same way as the Government ryot or the ryotwari landholder is in respect of ryotwari land. The zamindar is only the assignee of the Government revenue or the rajabhadgam or the melwaram. Judicial decision of the Madras High Court, the considered findings of the Board of Revenue, Madras, and the opinions of experienced British Indian administrators—all of them speak with singular unanimity on this topic. In the words of the Hon'ble Justice Reilly in 63 M.L.J. 450 at 485 "there is no doubt that the theory of revenue administration held by the Government was what the zamindar in a permanently settled estate had a right to collect from the ryot was the rajabhadgam or the Government's share of the produce of the land." As per Justice Walsh in 65 M.L.J. 423 at 442 "in a zamindari, the rajabhadgam which the State is entitled to collect from the ryots represents the traditional Government's share of the produce of the land, which if there is no zamindari, would be collected by the Government direct." The Board of Revenue made a full enquiry into the nature of the rights of the zamin ryot in 1818 and has expressed its conclusions in the following terms on 5th January 1818 :— "The universally distinguishing character as well as the chief privilege of this class (i.e. the ryots) is their exclusive right to the hereditary possession and usufruct of the soil so long as they render a portion of the produce of the soil in kind or money as public revenue ; for, whether rendered in service, in money or in kind and whether paid to rajas, jagirdars, zamindars, poligars, mootadars, shrotriyamdars, maniyamdars or to Government officers such as tahsildars, amuldars, amins or tanadars, the payments which have always been made are universally termed the dues of the Government." The Board again reviewed the history of the relative rights of zamindars and ryots and arrived at the following conclusions in its proceedings No. 7843, dated 2nd December 1864 :— "That in the earliest times of which we have record, the right of the State to a share in the produce of the land was limited and that limit was such as to leave a sufficient margin for the growth of a valuable property in the land appertaining to the occupant whose right to retain possession on payment of the limited share was inviolable and hereditary.

"That the origin of the zamindar's office was comparatively a modern one and that *whatever its origin, zamindars derived their rights from the State* which could not confer more than it has possessed and exercised.

"That the State asserted and often in later times exercised the power of resuming the exercise of its rights from the zamindars, without thereby altering the terms and conditions of the ryot's tenure.

"That the framers of the permanent settlement proposed to relinquish to the zamindars, an ample allowance for their personal benefit, out of the average state demand in past years on the zamindari and to fix the zamindar's payment, unalterably for ever leaving to him all the benefits derivable from extension of cultivation and improvements in the culture of the lands but to restrict his demands on the ryot to the rate or share established for Government by prescription, which rate was to be registered in the village by the officers appointed for the purpose." Srinivasa Raghava Iyengar, the well-known author of "Forty years Progress of the Madras Presidency" says as follows in the above book at page 222. "The zamindars were of very various origin . . . In all cases, the zamindars' right extended only to the melwaram except in the case of pannai or home-farm lands. This was the common law of the country." p. 218, "The sovereigns' right consisted in his power to collect a share or the produce of the cultivated lands known by the name melwaram." Mr. Forbes, the author of the Estates Land Act observes as follows in his speech introducing the bill "The legal status of the *zamindar* under the permanent settlement cannot be put higher than that of an *assignee or the public revenue*." Mr. Hodgson one of the official sponsors of the permanent settlement in Madras says in a memoir of 1806 "whether the agent was a permanent officer, a temporary officer, a subadar, poligar, tahsildar or whether a jagirdar, inamdar or any other description of person is of little consequence, as it in no respect affects the rights enjoyed by the ryots. They are unalterable by an intermediate agency, of any description which may be employed to realise the dues of the Government."

These findings and conclusions of the highest judicial and administrative authorities of the province are fully supported by all the available evidence on the topic. In fact, all the evidence is on one side. A list of some authorities, in addition to the above extracts, is given below as appendix.

The only lawful and proper basis for zamin rent is to treat it on the same footing as ryotwari revenue. In theory and principle and as a historical fact, both are identical in origin. There has no doubt been considerable divorce between this theory and actual

practice, during the course of the last century and more. The unsettled condition of the country, the powerful vested interest created by the permanent settlement, the ignorance, poverty and helplessness of the ryots, the pre-occupation of the executive Government with more immediate problems, the wrong notions based on the English law of landlord and tenant imported by English judges unacquainted with the common law of our land, these, among other factors, pressed the scale heavily against the ryot. The zamindar has naturally taken the fullest advantage of his opportunities to pile up the ryot's burden to his maximum capacity. In spite of this chapter of historical accidents, however, the zamin rent still retains its true and original character of public revenue. The public revenue paid by the ryot cannot, by prescription, become the private property of the zamindar. There can be no prescription in favour of wrong taxation. The law of prescriptive rights is properly applicable only to property and not to the taxes due to the State. Thus, the zamin ryot has a clear and indefeasible right to claim that his rent has not lost its true character of public revenue and that he has not forfeited his status as a tax-payer of the State. His demand that his rent should be treated exactly like ryotwari revenue is only lawful and just and it is unanswerable. If, as a result of such a demand, a claim for the reopening of the permanent settlement is urged either in individual cases or generally, that issue may be considered on its own merits, along with, if necessary, the question of agricultural income-tax. But this ought not to stand in the way of the zamin ryot recovering his rights.

The existing ryotwari rule of half the net income may be adopted for the present as the rule to govern zamin-rent irrespective of any changes that the ryotwari system may undergo. The rent must be settled by the State in the same manner as in the case of ryotwari revenue till recently. The principles, the rules, the method and the machinery for the settlement of the rent must be identical with the ryotwari settlement. In regard to the commutation price however, a modification of the ryotwari formula is necessary. The price of agricultural products has fallen by more than 50 per cent since 1931. The pre-1931 prices are, judging from the stand-point of the post-1931 prices, abnormal. The whole era of high prices that prevailed until 1931 should be excluded on the ground of its being abnormal and having now become obsolete. The principle on which famine years are left out of account in ryotwari settlements is applicable to it. Further, instead of the average price of all the 12 months in the year, the price during the ryots selling months, immediately after the harvest, i.e., March and April should alone be taken into account. The resulting figures will form the standard rents.

The rents thus settled will prevail for a period of 30 years as in the case of ryotwari settlements as obtaining till recently. They will however be subject to (1) reduction under section 38, Madras Estates Land Act and (ii) remission under section 39-A and for crop-failure. They will not be liable to enhancement, during the currency of the settlement.

As in the case of ryotwari tenure, lands irrigated by wells should bear only dry assessment in all cases. The ryotwari principle of assessment on the land and not on the crop except in the case of wet lands should obtain for zamin-rent also. There should be only two classes viz., dry and wet.

*Remission under section 39 (a).*—There are a number of defects in the section. (a) The benefit of the section should be extended to all cases and not merely to the three classes mentioned therein. (b) The figure of 18½ per cent as the minimum fall in price for relief under the Act is too high. A figure of 5 per cent is more suitable. (c) An application by each ryot for every year should not be a condition precedent for relief. The relief should be granted automatically, without any need for individual applications. The net price of the previous year which is to be the basis for the reduced rent under section 39 (a) should first be determined by the Collector for each village and communicated to the landholder. The landholder must prepare draft pattas on the basis of the Collector's order and submit them for the approval of the Collector. The rent will become due only after this process. (d) The price to be considered is the price during the ryots' selling months immediately after harvest, viz., March and April. (e) The usual deduction of 10 to 27 per cent as in ryotwari settlements for cartage and merchants' profits should be made. (f) The proviso to sub-rule (2) of section 39 (a) should go.

*Remission for crop failure* should be provided by statute. Remission should be granted in all cases of failure for no fault of the ryot, whether the failure is wholesale or partial. In the event of a general failure in a tract, remission should be granted without individual applications. The reduced rent payable as a result of remission should be only half the actual net yield. The principle of half net should be carried out in the remission.

The whole work of settlement of rent should be in the hands of the Board of Revenue. All questions relating to the assessment, reduction or remission of rent, must be decided by the Collector subject to an appeal to the District Collector and revision by the Board of Revenue.

The settlement of rent and remission of rent under section 39 (a) and general remission for crop failure should be done by the Board of Revenue and the Collector without any need for individual applications.

There are some cases however where on account of special circumstances which are at this distance of time incapable of proof, a low rent has been fixed. Such cases ought not to be disturbed. In order to provide for these cases, the half-net principle must be taken as providing only the maximum.

*Trees.*—The two classes of exceptions under section 12 of the Madras Estates Land Act in favour of the landholder, in respect of trees in existence in 1908, should be removed. They lead to costly litigation. The trees are invariably the fruit of the ryots' labour and expense. Such an amendment in favour of the ryot is only equitable.

Thus, the proper basis and provision for rent will be as follows :—

(a) There must be a general settlement of rents in all estates to be conducted by the Board of Revenue on the principles and rules of ryotwari settlement on foot of the ryotwari rule of half the net income, as set out in paragraph 5 above.

(b) Provided however, that if the existing rents are lower than the above, the *status quo* will be maintained.

(c) The settled rents will prevail for 30 years, subject only to reduction under section 38 and remission under section 39 (a) and for crop failure.

(d) Section 39 (a) must be amended as mentioned above in paragraph 8.

(e) Remission for crop failure should be provided for statutorily as described in paragraph 9.

(f) There will be no need for applications under section 39 (a) and for general remission for crop failure.

(g) All trees will be wholly exempt from rent.

III. The power of distraint of movables lends itself to serious abuse. Such a power vested in a private individual instead of a responsible officer of the State is an anomaly. It is mediæval in character and is always bound to cause serious hardship to the ryot. The first charge on the holding for rent and the landholder's power to bring it to sale are reasonably sufficient for the realization of rent. The power to distrain movables may be deleted. The extension of this power under section 134 may also be removed.

The expenses relating to the sale of holdings are excessive to the degree of hardship. A large portion of such expense is caused by the provision as to the publication in the District Gazette of the proclamation of sale under section 117 and of the sale-certificate under section 124 of Madras Estates Land Act. The publication in the Gazette is costly and is superfluous and may be omitted.

There should be a statutory up-set price for the court sale of a holding.

The provision as to deposit of rent in the office of the Collector under section 68 of the Act is a costly process. Remittance by postal money order should be recognized as a valid quittance.

The restriction under section 193 (3) and (5) as to the payment of the admitted amount before any plea in defence of a suit for rent can be entertained will work serious injustice in a number of cases and should be removed. A statutory rule (No. 3 of the rules published in the *Fort St. George Gazette* on 14th July 1936) requires the special leave of the court to be obtained by the ryot before filing a written statement. Such an extra-ordinary handicap for a poor and ignorant class of suitors will be a serious hardship. The rule may be cancelled.

*Conclusion.*—(a) The power to distrain movables for recovery of rent should be deleted. (b) Remittance of rent by postal money order should be a valid quittance (c) Gazette publication under sections 117 and 124 of Madras Estates Land Act should be dispensed with. (d) Provision should be made for a statutory upset price for the court-sale of a holding. (e) The condition as to payment of the admitted amount under section 193 (3) and (5) and as to leave of court of file written statement as per statutory rule mentioned above should be removed.

IV. The right of the zamin ryot to his customary supply of water for his crops is proprietary and not contractual. Please vide 32 Madras 423.

The present state of the law as to the landholder's right to the water-sources in the estate is in an extremely unsatisfactory and to a large extent, uncertain condition. Many vexatious problems arise out of claims based on riparian rights and the ownership of rivers and channels. The Privy Council decision in the Urlam case has given the landholder an absolute right on foot of an easement to all waters running in water-courses as they existed at the time of the permanent settlement. In an agricultural country, it is vitally essential that all the irrigation-resources of the community should be nationalized. All existing private rights should however be recognized. For this purpose the actual mamul wet under every irrigation source should be determined and subject to a right to free irrigation for such Mamool wet, the irrigation sources in the province should be taken over by the State for its management, administration and development.

V. It is a corollary of the ryotwari principle that every holding should be surveyed and its rent should be settled by the State. As in the case of Government ryots, no charge for survey or settlement should be levied from the zamin ryot also. The cost should be wholly borne by the State or its assignee, the zamindar. As between the State and the zamindar, it is only equitable that the latter should bear it. Such a charge is legitimately debitable to the zamindar as a necessary implication under the permanent settlement. Further, the zamindar enjoys an unearned increment to the tune of nearly Rs. 1½ crores in the rent-roll in addition to pannai lands, forests, etc.

VI. Every addition to the Rajabhagam or settled rent must be declared as illegal.

VII. The tenants have by immemorial custom got the following free rights in zamins where there are natural facilities for the same. (i) Grazing of cattle in forests, porambokes and tank-beds. (ii) Collection of green-manure and wood for agricultural implements from forests, porambokes, tank-beds and bunds. (iii) Collection of forest produce for domestic and agricultural purposes including fuel and housing materials and (iv) provision of burning and burying grounds.

The existing machinery for safe-guarding communal rights-contained in sections 20 to 22 of the Act has to be modified on the following lines :—

(a) The existing facilities in and further requirements of each village for the requisite communal lands must be examined at the time of settlement of rent. The existing rights should be examined under section 20 and duly recorded in the record of rights.

(b) If any new lands are required for communal purposes of an agricultural nature such as (i) free grazing of cattle (ii) collection of green manure, wood for agricultural implements and forest produce for agricultural purposes (iii) fuel for domestic purposes of agriculturists, they should be so set apart from the forests or poramboke lands in estates and if no such lands are available, lands should be compulsorily acquired for the requisite purposes. As in ryotwari villages, these vital accessories for an agricultural community should be granted to the ryots free of cost. The cost should legitimately be borne by the landholder in view of the large unearned income under the permanent settlement, and the necessary implications of the settlement.

(c) The control of all public paths, communal lands, hill and forest poramboke must be vested in the State.

VIII. In spite of the machinery under the Madras Estates Land Act, the large bulk of the tanks and channels in most of the estates continue to be in disrepair. The remedy under the Act has, thus proved ineffective. The maintenance of Irrigation works is a primary obligation of the State in this country. In an agricultural country, it cannot properly be otherwise. This paramount duty of the State has been delegated to the zamindar. The delegate has unquestionably failed to discharge the function satisfactorily. So it may properly be resumed by the State. The Government should lay down a three years' programme of repairs and carry it out. The future maintenance of the works should also be in the hands of the State. The cost of repair and maintenance should unquestionably be met by the landholder.

IX. An yearly Jamabandi may be conducted by the Collector in the presence of the landholder and the ryots. The minor greivances of the ryots will thereby be ventilated and redressed at minimum cost to the ryot.

X. The suits and applications under the Act may be divided into two broad classes, viz., (i) disputes in the nature of ordinary civil litigation and (ii) disputes in the nature of settlement of rent that are analogous to questions relating to land revenue. The former may be tried by the civil courts; the latter by the Revenue Courts such as the

Collector, the District Collector and the Board of Revenue. All matters relating to the settlement of rent, its reduction or remission and record of rights and disputes as to communal rights under section 20 to 22 of Madras Estates Land Act may come up before the Revenue Courts. The Board of Revenue will be the final Appellate and Revisional Court for such cases. All other disputes will come up before the Civil Courts. Such a division of the disputes and the litigation under the Act is logical and proper.

## APPENDIX.

- (1) Fifth Report from the Select Committee, on the affairs of the East India Company Vol. II, Higginbotham Edition, Pages 6, 7, 8 and 777, etc.
- (2) 20 Madras (I.L.R.), 299 at Pages 301 to 304.
- (3) Minutes of Sir Thomas Memo. Vol. I, Page 254.
- (4) 26 Madras (I.L.R.) 252 at Pages 254 and 255.
- (5) Sundararaja Iyengar on Land Tenures in the Madras Presidency, Second Edition, Pages 29, 107 and 108.
- (6) Srinivasaraghava Iyengar's Forty years' Progress, Pages 218 to 229.

[Same copy has been received from Mr. A. S. Kuppuswami Ayyar, B.A., B.L., Advocate, Tinnevely.]

S. SHANMUGAM,  
Secretary.

**Memorandum by M.R.Ry. K. R. Sankaranarayana Ayyar Avargal, Pleader and President, Taluk Congress Committee, Tenkasi, dated 28th November 1937.**

I. (a) It is the tenant who is the proprietor of the soil in zamin areas. The zamindar or the so-called proprietor has no right to the soil. He has never been recognized as such.

(b) The tenant has all the interest in the land and is bound only to pay a portion of the income as tax for the general coffers of the State, while the zamindar is in the position of a lessee of the State for collecting the tax. It is a misnomer to call him a landlord.

II. (a) The zamindar was collecting the tax and there was room for mismanagement and the permanent settlement was made. He cannot collect anything more than what the Government fixes as rent, the fair rent being one-sixth of the net income from the land.

(b) If the zamindari system is to be retained, the following may be taken into consideration :—

- (1) The net yield, of course, leaving some margin for the improvements effected by the tenant since 1908.
- (2) The fact that the collection establishment (the village officers) is being paid by the Government now.
- (3) The system of sharing varam prior to 1908 was an arbitrary rack renting by the zamindars enforced by coercion on the innocent and helpless tenants and can by no stretch of imagination be traced to any legal origin.
- (4) The zamindar can at the most claim to be in the shoes of the Government and can claim no more than the Government itself.
- (5) Some of the zamindars in the Tinnevely district have after 1908, converted the varam system into one of money rent and converting this again into a permanent lease by taking the capitalized value of the rent and retaining the other half alone as rent. There must be some provision by which the tenant shall be compensated for this.

(c) There must be a statutory provision for remission of rent according to the season. If the net yield is below a half of the rent there must be total remission, the yield of each crop being taken into account.

(d) It is advisable and is the only right way of doing it, to settle the rate of rent for each area once for all on an equitable basis subject to the remission as noted in II (c). It must never be left to courts or any other authority to determine the rent. This leads to unnecessary and everlasting and ruinous litigation.

(e) If the rent is permanently fixed after an elaborate enquiry and there is the safeguard for bad seasons provided, there is no necessity at all for the Government to have any special reserve powers but this must not be taken to mean that the Government should



abrogate its general right to do what is equitable in a general way in regard to matters such as declaring famine years and declaring whether the yield of a particular season is such as to require remission either in whole or the part.

III. (a) The powers now given for collection of rent must be revised.

The provision for appraisement and sharing the yield and provision for sale of holding should be taken away.

(b) Taking the zamindar as the lessee of the Government revenue, it stands to reason that he should have no more powers for collecting than an ordinary lessee. He may realize the rent by a suit in the ordinary civil court; of course rent being a first charge on the land, he may claim a decree on a charge of the property.

(c) The village officers must be made responsible for collecting. The balance if any may be collected through civil courts as suggested in (b) above. All the other procedure now available is costly and often leads to unnecessary complications and ruinous litigation. The resort to revenue courts besides being more costly, is a source of inconvenience both to the zamindars and the ryots. The idea of taking justice to the door of the litigant's is never carried out at all. The clients are always dragged to abnormally long distances by the ever touring Revenue officers, to places with no convenience at all for human wants. The civil courts are fixed in one place and all conveniences are provided in the ordinary course.

IV. (a) The right of the tenant for supply of water is inherent and it is an immemorial right as old as the land itself.

(b) The zamindar has no superior right in the water sources in the estate. The water sources being appurtenant to the lands themselves no one can claim any sole right over them. The zamindar is only the supervisor and being a sharer of the yield is bound to keep the sources in good order. He has a duty and a liability rather than a right.

V. (a) All the estates must be surveyed compulsorily and permanent record of rights should be maintained. As it is, there have been enormous litigation and ruin in consequence. This is a matter which must be attended to immediately.

(b) From the point of view of the benefit derived by the zamindar and the tenants they may share the cost in the proportion of 2 : 1. But being in the position of the Government it stands to reason that the zamindar should be made to bear the whole cost.

VI. The zamindar cannot be allowed to demand any levies either customary or otherwise in addition to the rent; the so-called custom, if any, cannot be traced to any legal or moral origin.

VII. (a) By nature and as appurtenant to the land the tenants have, and in fact, were exercising complete rights for the utilization of local natural facilities for grazing cattle, collection of green manure and wood for agricultural and domestic purposes.

(b) The tenants have got an inherent right to use them for their agricultural and domestic purposes free of cost.

(c) The public paths, communal lands and all porambokes belong to all in common and both the tenants and the zamindar have equal rights over them.

VIII. (a) There must be a general survey and a scheme of restoration prepared even at the time of the general survey of lands. The necessary repairs as per the said scheme should be completed in as short a period as possible. This will be the basis and a guide in cases of disputes afterwards.

(b) After having completed the repairs as stated in (a) above, the Provincial Government may keep away. The parties will work out their rights in the ordinary civil courts.

(c) The civil court may be approached by the parties.

IX. Yearly jamabandi is not necessary, if there is a proper arrangement to have the record of rights kept up to date by an authority which will enforce transfer of patta then and there.

X. The legal status of the under-tenant shall be the same as those of an under-tenant in ryotwari areas.

- XI. (a) The Board of Revenue need not have any powers.  
 (b) The ordinary civil courts may be given the jurisdiction.
- XII. (a) The zamindar may work out his remedies through the ordinary civil courts  
 (b) The zamindar may have recourse to the civil courts.

K. R. SANKARANARAYANAN,  
*President.*

**Memorandum by Mr. N. S. Guruswami Ayyar, B.A., Vakil, Kovilpatti, dated  
 18th November 1937.**

I. (a) The right in the soil vests in the particular individual ryots ; and in the case of the cultivable but uncultivated and uncultivable lands over which no particular right of the village can claim specific rights in specific plots in himself, right in the soil rests in the village community as a whole. The zamindar has no right in the soil.

(b) The tenant or the ryot has the right of permanent occupancy hereditary and transferable. The landlord or the zamindar has only a right to collect the rent from the ryot having in himself a first charge over the land for the same. The collection of rent was in the beginning a commercial concern by the East India Company while the Company negotiated for the same with the then Nawabs. The feudal chieftains under the Nawabs got themselves converted into collection agents subsequently styled as landlords or zamindars. There was no transfer of any interest of the ryots to the feudal chieftains or landlords. The right to collect the rent was assigned over to them on considerations varying in character and hope.

II. (a) The fair and equitable rent would be one-sixth of the net outturn of the particular field in a particular year so far as wet lands are concerned.

(b) The considerations that should be taken to account in fixing a fair and equitable rent are the following :—

- (1) The contribution that should be made by the owners of land to the maintenance of the Provincial and Central Governments. The total contribution leviable from the land revenue as such to the general administration costs should be distributed over the entire area of the land both in the ayan as well as in the zamindars tract, due regard being had to the classification of the soil.
- (2) The remuneration that should be given to the zamindar for collecting the rent should be in the same proportion as the total cost of the revenue collection staff at present in the ayan tracts in the district to the total ayan land revenue income of the district.
- (3) The rent in the zamindari tract so far as dry lands are concerned should in no case exceed the rate prevailing for similar lands in the ayan neighbourhood.
- (4) There should be no crop war rent as is levied in zamin tracts as தினுசு திரவை for tobacco, plantain, sugarcane, betel leaves, onions and the rest ; for the landholder does not in the least contribute anything towards the production of these crops by the ryots. A special rate of rent that is being collected in some zamins for these crops is apparently based on a wrong presumption of the proprietorship of the soil in himself.
- (5) No tree-tax, however ancient a custom may be in vogue, should be levied in addition to the rent levied for the land over which the trees are either planted or have grown or grow spontaneously.

(c) (1) The remission of rent is not obligatory on the zamindar as the law stands to-day. It has been held in courts of law that the custom or contract must be alleged and proved for the grant of remission.

(2) There should be statutory provision for remission of rent irrespective of the existence, custom or contract.

(3) The obligation for remission may arise from any one of the following and similar causes :—

- (a) Failure of seasonal rains.
- (b) General draught.
- (c) Damage caused by the pests.
- (d) Non-repair to irrigation sources, tanks and supply channels.
- (e) Similar other causes.

(4) The principles that should govern remission should be based on the report of the Revenue authorities and Agricultural department. In case of wet lands if the gross outturn is 6 annas in the rupee and less the remission is to be granted as a matter of course. In doubtful cases the village karnam or the zamindar can depute his agent to be present at the harvesting and measurement of the crop.

(d) It is advisable to settle the rate or the share of rent for a particular area once for all with a proviso that if owing to the natural causes the whole area or the definite portion of it becomes permanently deteriorated the rate of rent must undergo remission on the motion of the ryot to the court, i.e., Revenue officer of the district within whose jurisdiction the area lies.

(e) In view of the principles that the zamindar is only an assignee of the Government of the day to collect their rent from the owners of the land within the ambit of the zamindari, there should be always powers reserved in the Provincial Government as a check over the zamindar in the matter of altering or reducing the rent.

III. (a) (1) The summary remedy that is now available to landholders for the collection of the arrears of rent by distraint of movables should be taken away. The powers are misused. They are drastic in character. On the enforcement of the remedy in the hands of ill-paid, over-jealous, irresponsible clerks of the zamindar leads to grave disorder of peace.

(2) The machinery for the collection of rent by summary method of selling their holding is also cumbrous. The cost is also prohibitive. In the majority of cases the cost is out of all proportion to the actual arrears of rent due.

(3) Suits for rents also involve unnecessary cost ultimately on the already over-burdened ryot.

III. (b) (c) (1) Normally a ryot or a tenant who is permanently interested in the land never grudges to pay the legitimate dues by way of rent. Intrigues of the zamin collection agents, illegal demands by the same agents over and above the legitimate dues and the unseasonal periods fixed to collect the rent and the cash rent basis that is being adopted to-day are some of the outstanding causes that make a ryot default in payment of rent.

(2) The first and foremost reform in the matter of collection of rent that is mostly favoured by the ryots is that the landholder at the option of the ryot should be compelled to receive as legal tender the produce of the land equal in value to the cash rent fixed, taking the value of the grain or the other produce tendered, at the rate current in the nearest market at the time or as taxed by the Taluk authorities and published in the district gazette.

(3) The village panchayat or a committee of respectable ryots of the village appointed by the Government should be the body that should be statutorily empowered to sell the holding in the village itself after giving due and proper notice to all the persons interested in the holding. The landholder may, before the end of the next fasli, send to this committee or panchayat a list of his claims for the arrears of rent. In cases where the ryots admit the claim a sale-day has to be fixed by the committee giving that ryot a reasonable time to pay the admitted claim. Even by the sale-day the claim is not satisfied so much portion of the land necessary to meet the arrears of rent should be sold in public auction and the amount realized to be sent to the zamindar or landholder.

(4) In the case of the claims that are not admitted by the ryots the village committee or panchayat should refer the landholder to the revenue courts concerned for getting a decision or decree. Thereafter the decree will be executed by the committee as if it is a claim admitted.

(5) What I wish to impress is that the execution process should not be entrusted to an outside agency like the court or to the interested party by zamindar but to that very village committee or panchayat who would by their concerted action and common co-operative interests by the neighbours, avoid all mis-uses, pitfalls, corruptions inordinate delays, underhand methods, and secret methods in the matter of sale of holdings.

IV. (a) The rights of the tenant to water supply are inherent as a necessary and inseparable appurtenant to the land. It is not a matter of contract between a ryot and the landholder. The natural facilities are availed of for storing sufficient water in the tanks. The rent for the wet lands are far higher than that of the dry land. The difference between

the two is evidently based on the basis that the landholder employs labour for storing and distributing the water. Provided a ryot pays the nanja rent he is as a matter of course entitled to water for irrigating the wet land.

Cases there are where wet crops are raised over mamul or ayacut dry lands, where the ryot does not use the water from the irrigational tank for producing wet crops by sinking wells and irrigating the well with water thereon, the landholder should not be entitled to wet rate.

In the case of dry lands where wet crops are raised with the help of tank irrigation source the benefit of the extra rent payable should be kept apart as a separate income common to the wet ayacutdars under the tank to be utilized by them for their common good. The permit for the use of the tank water by the owner of the dry land should be at the discretion of the wet ayacutdars who may elect among themselves a few persons to form an Irrigation committee. The landholder is not entitled to extra rent discussed above for the reason that he does not spend any extra labour over the same. It is nature in its abundance supplies plenty of water to the tank. The further discussion on this matter is carried on under question 8.

(b) The landholder has no superior right over the water-sources of the estate.

V. (a) All the estates should be surveyed and record of rights maintained by the landholder with plan and individual fieldwar sketches. Copies of the same should be made available in the Taluk Office or in the Zamin Office on the payment of nominal costs to any ryot who demands the same. The cost of making the survey should be solely met by the landholder.

VI. In some of the estates the ryots are compelled to contribute acrewar towards the expenses of ceremonies, auspicious and inauspicious, in zamindar's or his agent's family. No doubt this levy passes off for voluntary payment or presents but in reality it is not so. Even the poorest ryot is obliged to add his contribution at the subtle but veiled threat of the landholder's agent. The ryots are poor and disorganized. There is no ryots' organization to expose such levies to the public. No individual ryot has either the strength or the resources to either resist the demand or take the matter to the notice of the authorities concerned. The morale of such demands is also bad.

A demand known as சந்திப்பு is also made on the ryots in some estates. No entries are made in the patta for these demands. This is illegal. It appears that the total amount collected by way of சந்திப்பு from the ryots of a particular village is appropriated by the collection agent of the landholder who in turn pockets a large portion of that portion to himself, spends the rest by offering presents on two occasions annually. Another demand also is made as ரசுது கிராயம் which means the cost of the receipts issued to the ryots for payment of thirva. In ayan villages neither of the three aforesaid demands are made. Generally the ryots of the zamindari village are less advanced than those of an ayan tract.

Very often exorbitant demands are made for effecting a transfer of patta. It may be that the ryot may be asked to meet the postal charges in issuing notices to the parties interested in the matter. But the demand goes pro rata to the extent of acreage for which transfer is effected. No doubt now the law is changed enabling the transfers to apply for a transfer of patta through the Sub-Registrar while he presents his document for registration.

Very often such application is not granted by the landholder concerned. Flimsy reasons are given out such as there are arrears of rent for the patta unless the same is paid the transfer could not be effected. This reasoning is unsound for there is a first charge for the arrears over the land and it is immaterial who the ryot transferee is. I don't bring in other levies as நேட்டம், சிட்டு வரி and செஷவு வரி. Such levies are discountenanced by courts. Still the illiterate ryots are made to pay all these things on pain of their paying the usual thirva being refused to be received by the collection agents. The landholder or the zamindar does not receive the same directly from the ryots in his treasury. Even if the amount is sent by money order the same is returned as refused. Considering the costs and worry in making a deposit in revenue court under section 63 the ryot grumbles but submits to the inevitable demands. So provision should be made for a ryot to send the thirva amount noted in his patta direct to zamin office treasury.

VII. (a) The ryots claim the rights to graze cattle free of cost in the uncultivated poramboke lands in the village. They also claim sufficient quantity of green manure available in the poramboke and also in the tank bed and the catchment area. Wood required for agricultural implements is also claimed. In one estate in Koilpatti taluk the ryots and the landholder have agreed that on application being made to the land-

holder he is bound to supply free of cost wood for making the agricultural implements from the available trees from the tank bed and poramboke lands. The tenants should be given free of cost the earth karambai from tanks. Their inherent rights to these green manure, grazing of cattle and taking of sediment mud from the tank must be legally recognized.

(c) The landholder has no right of any kind to the public path, communal lands, hills, and forest porombokes. The right must vest in the villagers as a whole represented by a panchayat. The income accruing in a communal land and porombokes should go to the common good fund of the villages.

VIII. *Irrigation*.—The cost of maintaining irrigation sources and works vests with the landholder.

An irrigation panchayat from among wet ayacutdars should be formed for each tank. That body should be invested with power to effect small and temporary repairs that do not require expert engineering skill or experience. For major repairs or undertaking the irrigation panchayat should request the advice and help of the Public Works Engineering Department. The execution of the major works may be entrusted by that panchayat to the Public Works Department. On a report of the irrigation panchayat the landholder should deposit the necessary fund with that body. In case the landholder disputes the necessity or the amount of probable costs he may have the right to move the court to give a finding on the points disputed. The Government should have the power to order repairs or execute necessary works for the maintenance of the irrigation sources and tanks *suo moto* for the reason that the overpowering influence and position of the landholders may silence even the irrigation panchayat from exposing the grievances of ryots.

IX. Yearly jamabandy of estate villages should compulsorily be conducted by the landholder as is the case with the ryotwari villages. An occasion like that would bring the landholder and the ryot together for free discussion of the need of the latter. The landholder would have an opportunity to know first hand the grievances of the ryots.

Accumulation of arrears would effectively be checked. The landholder's appeal to the ryots assembling together would be far more effective in the matter of realization of rents than any processes of courts.

The village accounts would be brought up to date. There are instances in zamin where the patta still stands in the names of persons dead 50 years ago whose heirs would have no subsisting interest.

X. Under-tenancy in the zamindari areas is another evil. It would be good if their interest is transferred to the landholder so that there may not be a middle-man between the ryot and the landholder.

If that is not possible under the present conditions the under-tenants may have the power to collect the rent alone from the ryot with all the necessary rights to enforce the prompt payment as is given to the landholder. But the obligations to the ryot, i.e., maintenance of irrigation works, etc., should vest with the landholder.

XI. The final appellate and revisional authority in proceedings between landholders and tenants should be the High Court. Some actions such as transfer of pattas on disputed adverse titles, ejectment suits, assertion and denial of occupancy rights may be effectively decided by civil courts alone. In every division the pensioned revenue officers of the rank not below that of a Tahsildar should be the officers that may be entrusted with suits for proceedings for the recovery of rent if the suggestion that is made in the previous paragraph is not acceptable for any reason. Such honorary officers should go to the villages and decide the dispute. This should ensure speedy trial saving of a lot of expense for the litigants and real and substantial justice.

XII (a) All uncultivable, all uncultivated but cultivable waste or poramboke land must vest with the village panchayat. Then there would be no question of unauthorized occupation by any ryot. If any case such vesting of title is not with the village panchayat and the right or title is with the landholder in cases of unauthorized occupation for bona fide agricultural or other purposes or house-building purposes such lands must get assessed and the landholder should only be entitled to the thirva. No higher right than that of levying thirva should be given to the landholder. In some estates large amount is collected by way of nazir. The collection of nazir should be penalised as illegal in cases of wanton, mala fide occupation for no useful or productive purposes the landholder should have the right, to sue in a civil court to remove the occupant from possession. No revision in regard to collection of jody, or poruppu, kattubadi by inamdars is necessary.

N. S. GURUSWAMI,  
Vakil, Koilpatti.

**Memorandum by M.R.Ry. Alexander Gnanamuthu Avargal, M.A., Principal  
the Madura Diraviyam Thayumanavar Hindu College, Tinnevely, dated  
9th December 1937.**

I. (a) In my opinion, the zamindar is the proprietor of the soil.

(b) The landlord's interest in the land is limited to the regular receipt of tax from the tenant. But the interests of the tenant are greater so far as he enjoys the rights of occupancy, transferability, alienability and heritability. He cannot be evicted from his land so long as he is regular in paying the tax fixed. He may make any improvement in the land and the gain accruing from it over and above his dues to the zamindar is his.

II. (a) A fair and equitable rent from the tenant to the zamindar is half of the net produce or its money equivalent, after deducting the average expenses of cultivation per acre as fixed by the Government in ryotwari lands and the cost of harvesting, from the gross produce.

(b) In fixing a fair and equitable rent, one should take into consideration the following:—Expenses of cultivation on the part of the tenant—such as, cost of seed, labour charges incurred under the items of ploughing, sowing, transplantation, hewing, maintenance of stock—and the enormous fall in the price of agricultural produce on the one side, and the lump-sum peshkash which the zamindar has to pay to the Government on the other side. Half of the net produce is more or less a fair rent.

(c) Yes. There should be statutory provision for the remission of rent, when the tenant incurs loss due to causes beyond his control—such as, the failure of the seasonal rain or floods or pests. If the crops fail in both seasons, there should be complete remission; if the failure is in one season only half of the total rent alone can be taken.

(d) Permanent settlement of rent in cash is not at all advisable on account of the fluctuations in price. But a part of the net produce as rent may be fixed permanently.

(f) Yes. The Provincial Government should have reserve powers to revise, alter or reduce the rents wherever they are inequitable.

III. (a) Yes.

(b) (c) Landholders under the Madras Estates Land Act do not enjoy much power in enforcing strict payment of rent by the tenants. They do not possess any control over the village maniyams who are responsible for the collection. They can only report the names of the defaulters to the taluk authorities and much delay is caused thereby. Therefore taxes should be collected by maniyams under the control of special revenue staff deputed by the Government for four months only. Landholders should bear the cost of its maintenance. The special staff should be authorized to take distraint action only with the sanction of the Division officer. This procedure would then be simpler and less costly.

IV. (a) The rights of the tenants to water-supply are inherent as being appurtenant to their lands. They are not a matter of contract between them and the landholder.

(b) The landholder has a superior right to the water-sources in the estate. He can exercise it without materially injuring the interest of his tenants. Suppose in an estate there are two tanks of which one has plenty of water and above the needs of the fields under its ayakat while the other has only an insufficient quantity, too little for making the crops ripe. As in ryotwari villages where Revenue officers sanction the use of water from the full tank by the ryots of the neighbouring insufficient tank, the zamindar can make use of his right to direct the tenants of an insufficient tank to make use of the water of another tank.

V. (a) Yes. All estates should be surveyed and a record of rights maintained compulsorily.

(b) The expenses of surveying should be borne by the landholder and the tenants in the following ratio 2: 1.

VI. No. Landholders should be prohibited from demanding any levies, customary or otherwise, from their ryots in addition to the rent fixed.

VII. (a) Tenants should be allowed to collect green manure, to cut wood for agricultural implements or to graze their cattle in the village waste wood lands, with the permission of the landlord. Activities of this kind on the part of the tenants directed for commercial

purposes may be prohibited by the landlord if he is of opinion that the interest of the tenants as a whole will suffer. He may charge a fee for granting permission.

(b) The tenants should be allowed to make use of the local natural facilities, such as collecting green manure or cutting wood from the village waste land for their domestic and agricultural purposes, free of cost. But they should take the formal permission of the landlord.

(c) The landholder cannot close public paths for his personal convenience nor can he prevent the tenants from making use of the communal lands and hill and forest param-bokes. There should be distinction between ryotwari villages and zamin villages so far as this matter is concerned.

VIII (a) The best plan to maintain irrigation sources and works in zamin villages is to keep a permanent staff for the purpose, the expenses of which are to be defrayed half and half by the zamindar and the tenants. But the expenses of the works are to be borne entirely by the zamindar.

(b) Yes. The Provincial Government should have the right of repairing and maintaining irrigation works when landlords fail to take proper steps. But if there is a special staff as suggested in VII (a), the necessity for interference will be very much limited.

(c) The Government can interfere in zamin villages, in this matter, only on an application by the parties concerned.

IX. Yes. Yearly jamabandi as in the case of ryotwari villages is necessary in zamin villages.

X. The legal status of under-tenants in zamin villages is that of tenants-at-will. The pattadar whose lands they are cultivating may cancel his contract with them at the end of a year, and may turn them out. The under-tenants have no relation with the zamindar whatsoever.

XI. (a) The Board of Revenue may continue as the final appellate and revisional authority in proceedings between landholder and tenants. No Special Tribunal is necessary.

(b) Civil courts should not have the right of trying disputes between landholder and tenants. Revenue courts, preferably special courts, should try such actions.

XII. (a) The zamindar, in this respect, enjoys the position of the Government in ryotwari villages and is entitled to similar reliefs and remedies.

(b) Yes. The law requires revision in the direction of fixity.

ALEXANDER GNANAMUTHU.

**Memorandum by the Members of the Village Congress Committee, Kommandapuram, Settayarpatti village, Srivilliputtur taluk, dated 25th November 1937.**

I. (a) It is the tenant that is the proprietor of the soil.

(b) As it is the tenant that originally reclaimed and rendered fit for cultivation all zamin tracts, the tenant has got absolute rights of possessions and enjoyment of the land subject to all powers of alienations, e.g., sale, mortgage, hypothecation, etc., as also the rights of enjoyment of the trees on the land without any tax therefor. The tenants also dug wells at their cost and they are also in their enjoyment.

II. (a) The average net income from one acre of wet land is Rs. 10 only (vide statement enclosed). As such, the rate of Rs. 4 per acre (which is the rate that is being paid for the ayan wet lands adjoining the Seithur zamin lands) is a fair and equitable one.

(b) The tanks of the Seithur zamin are all rainfed subject to the uncertainties of rainfall year after year. Generally in a period of five years, a year happens to be a failure owing to paucity of rains and nonfilling of tanks. The expenses of seed-beds and transplantation become waste. In years of failure people have to borrow from rich people for the maintenance of and fodder for their cattle and live-stock. Even in ordinary years of rainfall and supply to tanks the ryots are not able to get a margin of even Rs. 10 as per statement of expenses. Even in the ayan lands bordering the zamin limits, it is not possible for ayan ryots to make both ends meet for reason of scarcity of money and slump in prices in spite of the lower rate of taxes and so it is just and necessary that the rate of Rs. 4 should be adopted for zamin wet lands, on a par with the ayan ones in the adjoining villages.

(c) There should be statutory provision for remission of rent or varam. The Provincial Government should have powers of investigation and remission as in adjoining ayan villages.

(d) The rate of rent should be settled once for all on the basis of the net income derivable from a land according to the receipts referred to in 2 (a).

(e) The powers of revision, alteration or reduction of rent should be reserved and vested in Provincial Government.

III. (a) The powers of collection now vested in the landholders under the Madras Estates Land Act necessarily require revision.

(b) The Act should be so amended as to permit the collection of kist in six instalments commencing from the month of April instead of from February without any interest.

(c) The method of collection should be on the lines prevalent in the ayan villages.

IV. (a) The land tax includes the charges for water also. The zamindar should guarantee water-supply to the lands just as the Government do supply water for the ayan lands.

(b) The landholder is bound to supply water to the wet lands, that is, he should maintain the channels, the dams, the bunds, revetments, kalingal, sand-vents, sluices, etc., in good condition and have them repaired then and there and guarantee adequate supply of water to the lands.

V. (a) Yes. All estates should be surveyed and the maintenance of records of rights compulsory.

(b) The landholders should bear the cost of survey, etc., in respect of their lands and the tenants should bear the share for theirs.

VI. The landholders should not levy or demand any taxes other than the rent.

VII. (a) The tenants have the rights of grazing cattle, collection of green manure, wood for agricultural implements, etc., in places of local natural facilities as tank, channel and path porambokes and forest areas (and their rights have been also confirmed by the High Court of Judicature, Madras).

(b) The tenants have inherent rights for roofing materials, fuel, and wood for agricultural and waterlift implements free of cost, or charges.

(c) The landholders and tenants have got equal rights with regard to the use of public path and communal lands. The tenants have got free use of the mountain and forest porambokes for purposes of grazing cattle, fuel for household purposes, wood for agricultural implements and for building roofs and also for stones, and stone chips for purposes of buildings and well constructions, free of any charge, tax or demand.

VIII. (a) The matter of appointing persons for the control opening and closing sluices and kalingal, etc., should vest in a panchayat consisting of the pattadars of the respective tanks besides the landholders.

(b) Yes. The tenants do really and earnestly pray that the Provincial Government should have powers to undertake the repair and maintenance of the irrigation works where the landholders fail to take necessary and proper steps.

(c) The Government should by themselves undertake such repair and maintenance on application by tenants.

IX. Yes. Jamabandi is quite necessary for each village every year.

X. The under-tenants should have the free right to wood for roofing fuel, and grazing of their cattle in the areas of pattadars and zamindars.

XI. (a) There should be a special tribunal as the final appellate and revisional authority above the Revenue Board constituted under the Madras Provincial Government.

(b) The civil courts should have appeal powers after action in Revenue Court.

XII. (a) The lands occupied by ryots should be assigned and pattaed on receiving the land taxes therefor according to the rate prevailing in the locality.

(b) Yes. Revision is quite necessary.



## ANNEXURE I.

Statement showing the cultivation expenses for and income from a plot of wet land, 5 acres in extent.

Particulars.	RS. A. P.	RS. A. P.
(1) Preparation of seed-bed and manure for the same (50 headloads) .. .. .	12 8 0	
(2) Paddy seeds (150 measures) .. .. .	11 4 0	
(3) Manure for the 5 acres (420 headloads) .. .. .	101 0 0	
(4) Stamping of the same, into the soil (30 young coolies).	3 12 0	
(5) Transplantation charges (for 60 coolies) .. .. .	22 8 0	
(6) Carriage of seedlings for transplantation (4 coolies) ..	1 8 0	
(7) Weeding (30 coolies) .. .. .	7 8 0	
(8) Harvesting and thrashing, etc. .. .. .	20 0 0	
(9) Maintenance and repair charges for carts .. .. .	6 0 0	
(10) Cost of ropes, for bullocks and water-lifts .. .. .	2 0 0	
(11) Cost of preparation and maintenance charges payable to carpenters and blacksmiths .. .. .	2 0 0	
Total expenses ..	190 0 0	
Yield of 30 kottahs (of 120 measures each at Rs. 8 per kottah) .. .. .		240 0 0
Net income on account of 5 acres of wet lands ..		50 0 0

P. A. AIAPPA NAYUDU,  
President.

**Memorandum by Mr. Dhanukodi Tevar and eleven others who are the office-bearers of the Paliyangudi village Congress Working Committee, Mudukulathur taluk, Ramnad district.**

I. (a) The tenants are the proprietors of the soil.

(b) The tenants have every right to cultivate, mortgage and alienate the land.

II. (a) One-sixth of the net produce in the case of wet lands. The present rent in the case of dry lands should be reduced by 50 per cent.

(b) Cost of cultivation, cost of water-supply to wet lands and cost of maintenance of water-sources should be taken into account in fixing rent.

(c) Yes; for loss or damage caused by famine, insufficient water-supply and loss of crops owing to floods, pests, etc.

(d) Rent should be fixed once for all.

(e) Yes.

III. (a) Yes.

(b) Rent should be collected in ten instalments.

(c) Arrangements should be made through co-operative credit societies.

IV. (a) Both.

(b) No.

V. (a) Yes.

(b) The zamindars themselves should bear the cost.

VI. No.

VII. (a) The tenants have the right to utilize such facilities without having to pay any levy.

(b) Yes.

(c) Common rights.

VIII. (a) Irrigation sources and works should be maintained in such a condition that the return from lands may be adequate.

(b) Yes.

(c) The Government should exercise such powers *suo motu*.

IX. Yes.

X. The under-tenant cultivating the land should not be evicted except for valid reasons.

XI. (a) There is no need for constituting a special tribunal.

(b) In civil courts.

XII. (a) Legal action should be taken.

(b) Yes.

DHANUKODI TEVAR AND OTHERS.

**Memorandum by M.R.Ry. R. Sesa Ayyangar Avargal, Vakil, Tinnevely, dated  
28th November 1937.**

I. (a) The zamindar is the proprietor of the soil. The tenant has the permanent right of occupancy in his holding which is indefeasible, transferable and heritable.

(b) The zamindar has got a first charge on the land for the rent due to him. The tenant is the owner of the land.

II. (a) One-third of the gross yield will be a fair and equitable rent.

(b) Cultivation expenses, expenses for watering and tending the crops, reaping and gathering charges should be taken into consideration.

(c) There must be statutory provisions for remission of rent.

(1) If by want of water in the tank, no nanja crops could be raised or the crops raised wither, there must be total remission of rent.

(2) If water is baled to bring the crop to maturity, the rent must be reduced by half or one-third in proportion to the duration of the baling period.

(3) If owing to the want of sufficient water in the tank, punja crops are raised on nanja lands one half of the rent must be remitted.

(4) The rent may be fixed at the rate mentioned in '(a)'. .

(5) Provincial Governments must have reserve powers to revise, alter or reduce the rents wherever they are inequitable.

III. (a) Powers require revision.

(b) The powers of distraint of movables and standing crops given to the landholder should be withdrawn.

(c) Water-tax and some other charges are levied according the whims and fancies of the landholder and section 112 proceedings are taken. The procedure now adopted does not validly secure the service of notice on the ryots. The Tahsildar may be directed to visit the village twice a month, call on the ryots personally, give them a month's time and then auction the lands if they do not pay.

IV. (a) The right of the tenant to water is inherent.

(b) The landholder has got the controlling right in the water sources in the estate and he must be a distributor after getting the rent therefor. Beyond this he has no other right.

V. (a) All the estates should be surveyed and a record of rights maintained compulsorily.

(b) The landholder must defray two-third expenses and the ryot one-third expenses.

VI. The landholder ought not to demand any levies other than the rent.

VII. (a) The ryots should be allowed to graze their cattle free of charge in all porambokes and the hills. They should be given free passes for collection of green manure and wood for agricultural implements.

(b) The tenants have no inherent right to use them for domestic purposes.

(c) Public paths, communal lands, hill and forest porambokes are to be maintained in their original condition for the benefit of grazing, collection of green manure, etc. Beyond taking these and using the communal lands for the purpose they were intended, the tenants have no other right.

VIII. (a) All the tanks must first of all be restored to their original condition. Tank bunds, channels that carry water to the tank, should be repaired then and there, year after year. 'Maramat' works should be executed once in five years or ten years according to the situation of the tanks.

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(b) Cost of cultivation, cost of water-supply to wet lands and cost of maintenance of water-sources should be taken into account in fixing rent.

(c) Yes; for loss or damage caused by famine, insufficient water-supply and loss of crops owing to floods, pests, etc.

(d) Rent should be fixed once for all.

(e) Yes.

III. (a) Yes.

(b) Rent should be collected in ten instalments.

(c) Arrangements should be made through co-operative credit societies.

IV. (a) Both.

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(b) The zamindars themselves should bear the cost.

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(b) Yes.

(c) Common rights.

VIII. (a) Irrigation sources and works should be maintained in such a condition that the return from lands may be adequate.

(b) Yes.

(c) The Government should exercise such powers *suo motu*.

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X. The under-tenant cultivating the land should not be evicted except for valid reasons.

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(b) In civil courts.

XII. (a) Legal action should be taken.

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II. (a) One-third of the gross yield will be a fair and equitable rent.

(b) Cultivation expenses, expenses for watering and tending the crops, reaping and gathering charges should be taken into consideration.

(c) There must be statutory provisions for remission of rent.

(1) If by want of water in the tank, no nanja crops could be raised or the crops raised wither, there must be total remission of rent.

(2) If water is baled to bring the crop to maturity, the rent must be reduced by half or one-third in proportion to the duration of the baling period.

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(b) The landholder has got the controlling right in the water sources in the estate and he must be a distributor after getting the rent therefor. Beyond this he has no other right.

V. (a) All the estates should be surveyed and a record of rights maintained compulsorily.

(b) The landholder must defray two-third expenses and the ryot one-third expenses.

VI. The landholder ought not to demand any levies other than the rent.

VII. (a) The ryots should be allowed to graze their cattle free of charge in all porambokes and the hills. They should be given free passes for collection of green manure and wood for agricultural implements.

(b) The tenants have no inherent right to use them for domestic purposes.

(c) Public paths, communal lands, hill and forest porambokes are to be maintained in their original condition for the benefit of grazing, collection of green manure, etc. Beyond taking these and using the communal lands for the purpose they were intended, the tenants have no other right.

VIII. (a) All the tanks must first of all be restored to their original condition. Tank bunds, channels that carry water to the tank, should be repaired then and there, year after year. 'Maramat' works should be executed once in five years or ten years according to the situation of the tanks.

(b) The Provincial Government must undertake the repair or maintenance of irrigation works when the landholders fail to take the necessary and proper steps.

(c) The Government may take steps *suo motu* or on the application of the ryots.

IX. There must be yearly jamabandi and the publication of extra rents levied for the year.

X. The relationship of the under-tenant to pattadars ought to be the same as the legal status of the landholder to his ryots.

XI. (a) There should be a special tribunal (revenue) for the trial of Estates Land Act suits. Whenever a question regarding custom or rights of the parties has to be determined the suit must be transferred to the civil courts.

(b) Other proceedings such as rent-suits, water-rate charges should be tried by the revenue courts and the Board of Revenue should be the final appellate and revisional authority.

XII. (a) The porambokes are for the benefits of both the ryot and landholder. If they are unauthorisedly occupied and if the occupation is unobjectionable, the zamindar is entitled to the rent lawfully due thereon.

(b) No revision is required for collection of jodi, poruppu, etc.

R. SESA AYYANGAR.

**Memorandum by Mr. C. Narasimhalu Chetti, Retired Deputy Tahsildar, Rayachoti, Cuddapah district, dated 1st December 1937.**

I. (a) The zamindar is the proprietor of the soil as he is the landlord entitled to collect the rent from the tenant and as he is responsible for payment of the revenue or jodi due to Government.

(b) The tenant is the cultivator of the lands which he holds on patta granted by the proprietor. He pays rent annually to the proprietor and enjoys the land as his own, as in the case of a landholder in Government villages.

II. (a) A rent not exceeding half the net produce after deducting the actual expenses of cultivation seems to be an equitable rent.

(b) The value of the produce on the land in the previous year with some abatement for trader's profits and something to meet the expenses of the proprietor to maintain himself and his establishment, may be taken into account in fixing the rent.

(c) Yes, on principles governing the grant of remission on Government lands.

(d) In areas where the irrigation facilities are sufficient and where the average rainfall is normal every year, it is advisable to settle the rate or share of rent once for all. In other cases the question may be left to the officer or court concerned.

(e) Yes. It is desirable.

III. (a) Yes.

(b) & (c) It is better to invest the landholders, i.e., the proprietors with the powers under the Revenue Recovery Act subject to the confirmation of sales of movables by the Tahsildars and those of immovables by the Revenue Divisional Officer. He should further have the power of issuing a demand for collection of rent and send the same to the village reddi concerned for execution of the same as per rules.

IV. (a) & (b) The rights of the tenant to water-supply should be considered as being appurtenant to the land which is classed as wet and in the case of dry lands the proprietor should have a superior right in the water-sources in the estate. In some estates, there are dasabandam wells in dry lands and the tenant has a full right to use that water for that particular land. If he takes that water to any other dry land, the proprietor may charge it with water-rate. He will have a superior right in all other water-sources in the estate to see that the water is not spent in vain by the tenants and to charge water-rate for the second crop on the land that is not classed as dufasal.

V. (a) Yes.

(b) In the proportion of the area held by the tenant or the proprietor.

VI. Yes. He may levy cesses on the rents.

VII. (a), (b) & (c) The rules applicable to the forests and unreserved lands in Government villages may be extended to the estates also.

VIII. (a), (b) & (c). Irrigation sources and works in the estates may be subjected to periodical inspection by the Minor Irrigation or Department of Public Works officers and their suggestions have to be considered and carried out by the landholders. There are dasabandam tanks in certain estates and for their maintenance, inam such as khandadasabandam and shamilati dasabandam have been granted. Those who enjoy these inams are bound to maintain the sources concerned and if they fail to do so, the proprietor may resume those inams and take possession of the same. The proprietor will then be responsible for executing the necessary repairs to such irrigation sources. If he also fails to do so, the Provincial Government may have the right to undertake the repairs or maintenance of those irrigation works on application by parties.

IX. Yes.

X. It may be the same as that in Government villages.

XI. (a) The Board of Revenue may continue to be the final appellate and revisional authority.

(b) Revenue courts which are generally acquainted with the system existing in estates may try and dispose of the disputes that arise between the tenants and land holders.

XII. (a) The ryots in estates have no manner of right to occupy any land without regular patta from the proprietor. If he does so, the proprietor may have the power of ejecting the ryot from such occupation as a Revenue Officer does in the case of a Government land in Government villages, by charging assessment and imposing a penalty. The amount realized in such cases may go to the proprietor himself.

(b) Yes. The present Estates Land Act is very defective.

C. NARASIMHALU CHETTI.

**Memorandum by the people of Nanganurupalle village of Proddatur taluk, dated 28th November 1937.**

I. (a) The landlord is the proprietor of the soil. The tenant is not the proprietor.

(b) The tenant has only usufruct of the land. There is no other interest in the land.

IV. (a) The rights of the tenants to water-supply is not inherent. It is a matter of contract.

V. (a) Lands have to be surveyed and records maintained compulsorily.

(b) The Government should bear the costs.

VII. The tenants have no rights for the utilization of local natural facilities, such as grazing of cattle, collection of manure, etc.

IX. No jamabandi is necessary.

[Illegible],  
Shrotriyamdar of Nanganurupalle village.

**Memorandum by Mr. L. Srinivasa Rao, Shrotriyamdar, Harpanahalli, Bellary district, dated 1st December 1937.**

All the questions in the annexure are answered to the best of my ability. It is an admitted fact that the landholders and ryots have no common interest. Each has his own self interest and as such neither of them is in a thriving condition. In consequence thereof the village puts on an ugly appearance and reforms of any kind are impossible. Moreover the ryots are lazy and do not work well. The landlords are not the actual workers and they try to fleece as much as they can.

Neither the landlord nor the tenant is sincere in the collection and remission of rent. The ryots tries to evade payment while the landlord is keen on collection. The question of remission does not enter into his head.

Many of the proprietary villages are not surveyed and the record of ryots is not maintained. The rent was fixed long ago when title-deeds were granted by Inam Commissioner. Inam villages are not granted any remission even in famine years, and during adverse season, when Government villages were shown concessions. Hence the question of remission must hereafter extend to inam villages as in case of Government villages.

When the ryots are in a miserable plight to pay the rent the question of levies does not arise.

No restriction of any kind is placed on the tenant regarding the utilization of local natural facilities by tenants for their domestic and agricultural purposes.

Irrigation works are not worthy of notice. Many of them are abandoned. The wet lands do not yield as much as the tank-bed. The shareholders for each village are too many. They do not join together for any common purpose on account of jealousies and factions amongst them.

I beg to offer myself as a witness when I am commanded to do so provided I am given previous information and time to collect necessary information and statistics on the subject or subjects.

I have submitted the above in the form of request or suggestion.

In the interest of poor ryots and zamindars it is desirable to have a conference of this kind in the headquarters of each district presided over by a responsible officer who has the interest of both the parties at heart.

To remove misunderstandings between the ryot and the zamindar, legislation agreeable to both is necessary.

Lastly I heartily thank the authorities concerned for having given me an opportunity to place my views on the subject.

The reference in question was received by me on 29th November 1937. Hence delay in preparing a reply and not submitting ten copies of the same which should be excused.

#### *Answers.*

I. (a) In my humble opinion the tenant is the proprietor of the soil for it is he who enriches it every year by actual cultivation, manuring and other agricultural operations.

(b) The landlords in many cases are absentee landlords who do no agricultural work personally. The tenant and all the working members of the family, work laboriously both day and night in the interest of good crops. Hence the tenant has greater interest.

II. (a) In case of dry lands 8 annas per acre is a fair and equitable rent. In the case of wet lands which have sure source of irrigation Rs. 4 shall be the rent, while lands which are watered by wells and other sources Rs. 2 per acre may be charged. But lands which are wet in name having no source of irrigation may be fixed at the rate of one rupee per acre.

(b) The nature of the soil, irrigation works and the demand for land are chief considerations.

(c) There should be statutory provisions for remission of rent. The remission shall be in the same proportion as the Government grants to the Government villages. Else heartless proprietors may not grant any remission at all in case of famine, etc.

(d) Under the present circumstances it is advisable to settle the rate or share of rent for a particular area once for all without entrusting it to the officer or the court.

(e) The Provincial Government should once for all fix the rent by means of statutory provision after consultation with Revenue Settlement Officers vesting no power to them to revise, alter or reduce.

III. (a) The powers of collection of rents by the landholders under the Madras Estates Land Act may be revised in such a way that the landholder may collect the rent from his tenant even though he does not obtain muchilikas and issue pattas annually. In these parts the land is leased on trust and goodwill without any written documents on both sides.

(b) On the lines suggested in paragraph (a) supra.

(c) Summary powers may be granted to the proprietor to collect rent either in full or in instalments if the tenant fails to make payment according to the nature of collections made in Government villages by the headman. Before the landlord takes any coercive measures to attach the movables of the defaulting tenant, he should be given a registered notice. One month after the notice the landlord can effect the attachment of the movables, if any, only leaving aside the agricultural things.

IV. (a) The rights of tenants to water-supply shall be inherent on the land if they are classed as wet lands.

(b) The landholder must have superior right to water-sources and if any obstacle is placed to it he may remove it after giving notice and allowing reasonable time of one month at the cost of the party concerned.

V. (a) Yes.

If the estates are not surveyed and the record of rights is not maintained compulsorily they will not improve as there are and will be many partners for the lands and the whole village. For the present the lands are registered on paimash method without any demarcation stones. The village officers and revenue authorities are blindly registering the lands in their adangals and maswari-accounts without actually having any knowledge of the number. After survey a plan may be prepared. Then any layman with the help of the plan and measurement sheets and sketches would be able to locate the number.

(b) The tenant need not pay any cost as the survey and record of rights are in the interest of the landholder.

VI. No.

If the landholder is allowed he would make endless demands giving room for friction about the use or abuse of levies.

VII. (a) Grazing of cattle, collection of green manure or wood for agricultural implements are free and they do not pay anything.

(b) Yes.

(c) All tenants have a right to the use of public paths. But they have no right to remove anything from the hill or forest poramboke without the written consent of the landholder. There is a tendency in these parts not to interfere or encroach upon communal lands. One community does not interfere with the rights of another community as regards communal lands. Hence no hard and fast rule is desirable.

VIII. (a) Irrigation works are the absolute property of the landholders. Enormous sums of money were spent on their construction and upkeep. Maintenance of such works is also the duty of the landholder in the interest of his advancement and those of his tenants. Any outside influence of the courts or other agencies deserves to be restricted. Interference regarding irrigation sources rests with the landholders to remove such obstacles by resorting to the methods of eviction. Courts are generally costly. To take recourse to them takes much time and money. It is advisable to start strong local panchayats to settle such disputes.

(b) Since the irrigation works are the absolute property of the landholder and it is in his interest that such works are constructed, the interference of the Provincial Government is uncalled for.

(c) The reasons adduced in the above paragraph hold good in this case.

IX. Yearly jamabandi of such villages is necessary to find out the condition of the village regarding crops and to grant remissions to the proprietors on the same principles guiding Government villages.

X. So far as I know there are only tenants. There is no system of leasing out the lands to the sub-tenants. In areas where such system prevails the pattadars may be legally held responsible to the zamindars. The zamindars cannot exercise any rights over the sub-tenants.

XI. (a) Instead of the Board of Revenue or a special tribunal in functioning the final appellate and revisional authority in proceedings between the landholders and tenants powers may be vested in panchayats of the locality. This procedure if adopted would tend to lessen the cost of litigation and the grievances of either party can be redressed in less time.

(b) Panchayat courts of the locality are best suited for the occasion as they are fully aware of the conditions prevailing in the locality.

XII. (a) The rules regarding the unauthorized occupation of lands by the ryots may be the same as those of Government lands such as B. Memorandums, eviction notices, and penal assessment.

(b) The same rules of Rent Recovery Act may apply in regard to collection by landholder with greater restrictions placed not to attach things relating to agriculture.

L. SRINIVASA RAO.



**Memorandum by the ryots of Pulamati, Hindupur taluk.**

1. The Estates of *Pulamati and Kotipi*, Hindupur taluk, Anantapur district, were granted by the British Government in 1809 to the grantee named one J. Ramachendra Rao, who was the head servant in the office of the Board of Revenue, Madras, and the terms of the said grant, are shown below in paragraph I of this mahazar.

2. The Collector of Anantapur has opened proceedings under the instructions of the Revenue Board against the alienation effected at the instance of one of the members of the grantee's family, as to resume the whole estate being contrary to the terms of the grant, and directed the Tahsildar of Hindupur to send up proposals for resumption through the Sub-Collector of Penukonda. While the question of resumption was being given effect to, there was a suit by a member of the grantee, before the Sub-Judge of Anantapur for setting aside the sale of the estate in court's auction, and delivery of possession was also given effect to. And the suit was dismissed by the Sub-Judge, and also High Court, on the ground that the sale of estate holds good and the estate is liable to be sold.

3. It is therefore submitted that the Collector of Anantapur is at liberty to reopen the question of resumption of the estate for which a petition was submitted to the Government and the said petition is sent to the Collector through the Board of Revenue. So the matter is now pending for resumption, and the present mahazar is subject to the final orders of the Government and the matter may be disposed of as your honour may deem fit.

Disputes as regards the—

- (1) Rights and interests, between the ryots and their landlords.
- (2) Collections and remissions, and rents and survey and settlements.
- (3) Rents, with other taxes.
- (4) Things useful required for the ryots.
- (5) Irrigation works (water-sources).

I. The landlord, the shrotriyamdar of the village, fixing higher rates in the patta, whereas the Collector, with the approval of the Government, has directed the landlord to claim the rent as shown in the Deetukammi account, applicable to the shrotriyam villages. The disputes are still running between the ryots and the landlords, with no effect, but the landlords, collecting the higher rates, violating the directions of the Collector to adopt the Deetukammi rates, in support of this, there is a special provision made in the grant by the British Government, in 1809 to the effect that—

“ So long as the said Ramachendra Rao and his heirs shall continue faithful to his and their allegiance to the British Government and obedient to the regulations which have been and *may be established* by its authority for the internal Government of the country for the administration and for preserving to its subjects the enjoyment of their just rights and privileges.”

While so, a Receiver was appointed by the District Judge of Bellary in a suit O.S. No. 3 of 1915, between the two shrotriyamdars, and the estate is now in the hands of the said receiver (N. Subba Rao) who is a convict for misappropriating public money, and got the appointment by fraud without bringing the matter of his conviction to the notice of the District Judge, Anantapur. This Receiver, with the ill-advice of the said shrotriyamdars giving a lot of trouble to the tenants, by making heavy demands, violating the Collector's orders regarding the Deetukammi rates and thus creating a lot of litigations in the estates. For these reasons the disputes between the landlord and tenants are not finally settled at the instance of the present receiver.

II. *As regards the second item*, we respectfully beg to submit, that no sufficient time will be granted for the collections of rents, and the collections are being made whether lands cultivated or not by the attachment of food grains, and also bulls to affect the agricultural purposes. There are no remissions of any kind granted to those who cannot supply vegetables, milk, and other edible things, to the Receiver even there was no sufficient supply of water in the tanks. The question of remission, we beg to submit, the shrotriyamdars say it is within their power, either to grant or to refuse but the ryots' claim it as a matter of right, according to the season. Anyhow the landlord getting it enforceable with the help of some ryots in order to collect full amount. It is, therefore, submitted that those who are under the advice of the Receiver have not put their signatures to this mahazar. The question of remission was therefore not granted against the large number of tenants in the estate, on pure partiality.

III. *As regards survey and settlement*, it is respectfully submitted, that the estate villages are not yet surveyed and settlement made and still paimash system continues with no correct measurements. The rents also are being collected from the ryots even for the excess extend of the number of fields, which actually measuring less extent, with a difference of 2 or 3 acres. The Receiver do not care to measure the lands with number-tanaki-chittas and grant pattas according to the correct extent and assessment even though applications made to the effect to the Receiver who is bound to move the matter to the District Judge.

It is respectfully submitted therefore to settle such dispute, the survey and settlement is absolutely necessary for the peaceful enjoyment of the lands by the ryots.

IV. As regards the item 3, the higher rate of assessment is fixed at Rs. 18 per acre and Rs. 12 per acre for wet lands, respectively, which rates are in existence for a long time with no modifications and collections are being made according to that rate. But the yield from the lands is very poor and cannot meet the demand at all. Such higher rates are not prevailing even in the Government villages. In this respect the grievances of the ryots are that the collections of higher rates of assessment is not justified and without granting permanent remission, such as Nisub (one-half of the amount) or the Tijave (one-third) which are now in force on the estate villages, but the Receiver with the ill-advice of the shrotriyamdars declines to grant such remissions annually to all the ryots, but he used to grant for a few ryots, who side with him. This sort of partiality is not allowed to be exercised by the Receiver as he likes who being an officer of the Court is bound to bring the matter to the kind notice of the judge for favourable consideration; but and he wants to ruin the innocent ryots. In these circumstances the ryots are entitled either for the reduction of higher rents or for permanent remission as stated above.

*As regards the other taxes.*—In addition to the higher rates of assessment, the local taxes, such as land-cess and as well as educational cess have also been claimed at As. 1-10, and 4 annas in the rupee and shown in the patta, by the Receiver. Such claims are omitted in the grant and as such the landlord is only liable to pay such cesses to the Government and he cannot receive the same from the ryots as matter of right under the terms of the grant. The estate has not been enfranchised and the reversionary rights vest with the Government and under the terms of the grant the grantees family, are bound to collect only the assessment that was in force prior to the grant in 1809 according to paimash and deetukammi rate, and as such the heirs of the original grantees cannot have any right thereunder to claim any other cesses is a matter of rights who have no right in the soil and are only entitled other than to receive all the circar revenues derivable from the lands. It is clear therefore that the circar revenues is meant only which was prevailing at the time of grant (1809) a copy of which is submitted for favourable consideration.

V. *As regards the useful things to the ryots.*—There are no water conveniences to the people except small tanks which generally fail to supply for the irrigation purposes and mostly out of one is for drinking purposes. Separate wells are opened in a proper place for drinking purposes for men and cattle.

VI. *As regards irrigation works.*—There are two tanks of which one is major and the other is kunta. The capacity of these tanks are very small and cannot allow more water in them. There are wet area of about 450 acres under the influence of these tanks of which there are double-crop lands landholders who claim more water for which these tanks are bound to supply water.

These tanks are repaired at the costs of the Government but the landlords, recovering rents and also other taxes for the use of water from the tenants free of charge. The Receiver takes a part in the contract for repairing the tanks with the recognized contractors, colluding with them, he do not care to execute important works, throughout the bund wherein several cracks and breaches exist for a number of years and so also the sluices and calingulas. If the bund is really raised at least for 3 or 4 feet height making the bed deeper, then the tanks receive more water and would be able to supply water for the wet and dry ayacut under the tanks. If the works carried under the direct control of the Government it may be hoped that there would be more important works will be done so that the tanks may get more water in rainy seasons.

#### RYOTS OF PULAMATTU VILLAGE.

Sunnud granted by the Honourable Sir George Hilario Barlow, Baronet, Knight of the Bath, Governor in Council of Fort St. George and its dependencies, on the part of the Honourable the United Company of Merchants of England trading to the East Indies to Ramachandra Rao, Brahmin.

Be it known to all Officers of the Courts of Justice and of Revenue, and to all proprietors of land, that the Honourable the Governor in Council has been pleased to grant to Ramachandra Rao, the head servant of the native establishment in the Ceded districts, and his heirs, the villages of Poolmuttee and Kottapallee in the taluk of Kodikonda in the zilla of Bellary, of the average annual value of Star Pagodas 1,151-22-20 exclusive of enams free of all assessment.

Which said villages of Poolmuttee and Kottapallee the said Ramachandra Rao, and his heirs, shall continue to hold, to receive and enjoy all the circar revenues derivable from the lands belonging to the said villages, so long as the said Ramachandra Rao and his heirs shall continue faithful to his and their allegiance to the British Government and obedient to the regulations which have been or may be established by its authority, for the internal Government of the country, for the administration of justice, and for preserving to its subjects the enjoyment of their just rights and privileges.

But the said Ramachandra Rao shall not interfere with or disturb any persons in possession of lands allotted to them in Enam tenure in the said villages whose rights are hereby reserved to them in full, nor shall the said Ramachandra Rao levy any tax under the denomination of moturpha or licenses which the Government reserves as its exclusive right.

In the event of the said Ramachandra Rao or his heirs failing to perform the above duties the village of Poolmattee and Kottapallee shall be forfeited and escheat to the company, and this sunnad shall become null and void, otherwise it shall continue in full force and effect, provided however that if the family of the said Ramachandra Rao shall at any time fail and become extinct, the villages of Poolmattee and Kottapallee shall then revert to the Honourable Company from all demands on account of debts.

Given under the seal of the Honourable Company and signature of the Governor in Council in Fort St. George this twenty-third day of August, one thousand eight hundred and nine.

(Signed) G. H. BARLOW.

( „ ) W. PETON.

( „ ) N. OAKES.

Entered in the Secretary's Office

By order of the Honourable the  
Governor in Council.

Fied. Gahagon, Secretary to Government.

(Signed) Ja. H. KASAMAJOR.

**Memorandum by Mr. H. Timmakrishna Rao, Advocate, Bellary, and Shrotriyamdar of Sangamaswarapalli, Hindupur taluk, Anantapur district, and Shrotriyamdar of Obalapuram, Gooty taluk.**

Before dealing with the questions in the questionnaire, dated 5th October 1937, I beg to inform that my answers are with reference to individual small inam villages, which are partly called shrotriyams or jaghirs in the Ceded districts. There was time when the tenants or ryots in these villages never thought of occupancy rights and were content with the position which under-tenants of ryotwari pattadars in the neighbouring villages held, i.e., (position of tenants-at-will). It is only after the Madras Land Estate's Act they have thought of occupancy rights which was pre-eminently brought to their notice under that Act which was mainly meant for big zamindars and big proprietary estates. It was a mistake to include small inam villages in the category of estate as defined in Madras Land Estates Act, section 2, which does not apply to minor inams. In my case shrotriyam Sangamaswarampalli in Hindupur taluk which I own is only about 90 acres dry and wet put together and in civil courts, it was held that both kudivaram and melvaram rights vested in the shrotriyamdar, and it was of the nature of a minor inam. Now that time has come when shrotriyam village ryots and small village ryots, claim to be assessed on the same footing as of a Government ryot, it becomes necessary that the question of the rights of tenants as against the inamdars cannot be settled, till the ryotwari assessment is settled. Even the question of ryotwari revenue, etc., are in the melting pot. In the Ceded districts in many villages the rents paid by the tenants are not higher than in ryotwari Government surrounding patta lands. My answers refer to such small inam villages and I contend that small inam holders are of the same status as minor inamdars, and as regards the Government they are also pattadars and no difference can be made between them and the Government ryotwari pattadar.

I. (a) The proprietor of the soil is undoubtedly the zamindar as the right of the sovereign power or Government, in the land has been transferred to him. It must be noted in this connexion that even the Permanent Settlement Regulation has declared the proprietary rights of inamdars of areas over which the revenue collections, extended, subject to the payment of the land revenue fixed. Even now the Government own all forests and unoccupied lands and the shrotriyamdars own the same in their villages.

(b) The nature of interest which the tenant has in the land depends upon the contract or immemorial understanding on which the tenant was allowed to occupy the land of the landlord or the Sovereign. It is an intricate question and there are more than one view of the matter. All Revenue Laws and Madras Land Estates Act clearly show that the tenant cannot have more right than was allowed to him. The tenant has a right to occupy as a yearly tenant unless permanent occupancy right has been conceded to him by the Government or the inamdar, after he became the proprietor. So special rights have been presumed in favour of kadim tenants, i.e., (tenants that were on the land or their legal representatives before the establishment or the granting of the proprietary right to the landlord). Even the Estates Land Act has provided for the purchase of the occupancy right if it has not been granted by contract or immemorial usage.

II. (a) The fair and equitable rent due from a tenant has been held to be "The Raja Bhagam" or the Government share of the produce of the land which Hindu and Mahommedan Governments took from the cultivators vide 65 Madras Law Journal, page 423 and 63 M.L.J., at 483. There is no difference between a ryot holding land in a proprietary estate and one holding in Government village after the ryotwari settlement. On ryotwari settled lands even, there are tenants who cultivate the land on special contract as to what they have to pay to the ryotwari landlord. If there is no contract, then too, a fair rent would be a fair "Raja Bhagam". So a zamindari ryot may fairly be asked to be assessed on the same footing as the Government ryot and both may have under-tenants on contract terms.

(b) The considerations that should be taken into account in fixing a fair and equitable rent are the same as those considered under the Revenue Settlement Rules applicable to ryotwari lands.

(c) Remission of rent can only be provided on a statutory basis that would be adopted for ryotwari lands, and in such cases the amount due by the landlord to the Government will also have to be remitted proportionately. This is not done under the present rules based on inam settlement.

(d) It is not advisable to settle the rent once for all. It has to be revised periodically as in the case of Government ryotwari lands.

(e) Provincial Governments may reserve powers not only to reduce but enhance rents through Settlement officers as in the case of ryotwari lands.

III. (a) & (b) Powers of collection of rent now given under the Madras Estates Land Act require undoubted revision. There is no provision for detaining the tenants crop on the land whenever it is feared that the payment of the rent will be evaded. Proprietors must be able to have distraint proceedings of standing crops in such cases. The tenants being poor and having no movables of any sort or grains, powers of distraint becomes useless and payments of rent are evaded and the procedure for getting the holding sold is very cumbrous and the procedure adopted under the Revenue Recovery Act must be adopted with the necessary simplification.

(c) In my opinion powers for the sale of distrained property including holding even must be given to the proprietors. In place of the present procedure laid down in Chapter 6, Madras Estates Land Act, which is cumbrous as regards the sale of holdings, reports of distraint and sales to the Revenue Divisional Officer should be enough. Sale certificate to be issued by the landholders may also be filed in Registrar's office as in the cases of civil and revenue sales.

IV. (a) In cases of lands classified as wet the rights of tenants for water is inherent. In other cases it is a matter of contract.

The landholder has complete right to the water sources which he possesses or has tapped as in the cases of spring canals or irrigation wells and the tenants cannot claim any right to them, except under contract.

V. (a) & (b) No compulsory survey or records of rights should be insisted at the cost of the landlord. If the Government takes up the work at their cost to accommodate the tenant there can be no objection. If the tenant bears the cost and applies for the same, it may be undertaken at his cost, and so also as regards the inamdar himself.

VI. Generally no levies are made over and above the rents unless it is customary or absolutely necessary in the interest of the tenants, such as, setting-up of a village gate or a common village festival.

VII. (a) Tenants have no right to use inamdars' waste land or khas land for grazing cattle or for collection of green manure or wood for agricultural purposes unless permitted to do so by the inamdars.

(b) The tenants have no inherent right to use wood, etc., free of cost. As a matter of fact they are encouraged to grow some trees, hedges, etc., and manure plants round their holdings which they never care to do.

(c) They are regulated by the provisions in Madras Land Estates Act. There is urgent necessity to apply the provisions of Madras Land Encroachment Act in favour of inamdars. It has become a standing evil that inam tenants of small shrotriyam villages make their villages unhealthy by having manure pits, and digging of pits for removal of fresh soil near their houses and boring about disease and death in the form of malarial, cholera and other preventable diseases. When the surroundings are rendered unhealthy by their acts they shift their huts to communal lands. They unauthorizedly turn to communal lands, or inamdars waste lands or village agricultural lands to make a shift and sit upon such lands and when that is made unhealthy shift to another place at will. So inamdar should be given full powers under the Land Encroachment Act and Public Health Act to prevent this ruin. Also separate village panchayat with powers for supervision in various branches of village life are necessary.

VIII. (a), (b) & (c) The present provisions in the Madras Estates Land Act seem to be sufficient provision as regards irrigation works in landholders' estate.

IX. The village yearly jamabhandi must be left to the discretion of the inamdar.

X. (a) (1) The legal status of under-tenants of the pattadar under the inam pattadar should be the same as that of the under-tenant of a Government ryotwari pattadar.

(2) Zamindar can only deal with his own pattadar and may not recognize the sub-tenant.

XI. (a) & (b) The provisions of the Madras Land Estates Act on this subject seems to be sufficient and no special tribunal is necessary.

XII. (a) The powers will led by the Government under the Madras Land Encroachment Act should be given to the proprietary estateholders including shrotriendars.

(b) Law regarding the collection by landholder of jodi, etc., now provided by the Estates Land Act are sufficient.

In conclusion to put the grievances of the small shrotriyamdars in a nut shell, I beg to urge that the condition of the shrotriendars in the dry parts of the Ceded districts is highly deplorable. Many of them are poorer than some of their tenants and are worse of. In bad years the tenants do not pay their rents, and evade in good years but the inamdar is compelled to pay his fixed revenue to Government, even when his khas lands have yielded nothing. So all of them are in debts and require help more than their tenants.

Unfortunately if there is some wet land included in their inam, their position has become hopeless and highly intolerable at the hands of the arbitrary Revenue Officers beginning from the karnam up to the Deputy Collector and Collector. All sorts of attempts are made to squeeze out extra tax in the shape of so called fasljasti and tirwa jasti under various unfounded and one-sided reports of karnams. The precarious Madras system of land assessment differing in every year in case of wet lands gives room for this persecution, though it is absent in the Bombay Ryotwari Settlement System. It is well known that the tendency of all revenue officials is generally to show increase in the revenue. Appeals seldom succeed. The inamdars are badly harassed though under the inam-patta and settlement their revenue is fixed once for all. I therefore strongly urge that all petty shrotriyams should be looked upon as minor inams.

H. TIMMAKRISHNA RAO.

**Memorandum by the Shrotriyamdars of Tangedukunt and Ramanathapuram in Kadiri taluk, Anantapur district.**

I. (a) The zamindar is the owner of the land.

(b) The ryot has the right of acquiring permanent or temporary rights of cultivation by paying rent.

If the original acquiree has paid the price of the land and has executed a muchilika to pay annual rent he shall be considered as a permanent ryot. Such holdings shall be inherited or transferred by sale, etc. If the price of the land has not been paid such a ryot cannot enjoy permanent rights nor can he transfer the land. He is liable to be ejected at any time. The price of the land shall be equal to the rates prevailing at the time of acquisition by the ryot.

II. (a) Equitable rent means the rates prevailing in the locality or the remainder after deducting the agricultural expenses.

(b) Agricultural expenses are to be considered when fixing the rent. The cost of improvements made by the zamindar are also to be considered to enhance the rent.

(c) A provision regarding the grant of remission should be embodied in the Act authorizing the Provincial Government to enforce the grant of remission in a particular area during bad seasons and also to exempt such zamindars who are unable to grant remissions because of the narrowness of their income.

(d) It is better to fix the rent once for all by the Provincial Governments permitting the zamindars to get rents enhanced when prices of food-stuffs increase or the land is improved by suing in a civil court.

(e) The Provincial Governments subject to the decision of a civil court should be authorized to enhance or lower the rates of rent.

III. (a) The right of the landholder to collect rents should be retained. But in case of gross mismanagement, the Provincial Governments should be authorized to appoint Receivers subject to the decision of a civil court for a temporary period or during the lifetime of the zamindar. But in cases of zamindars whose income is less than twelve times the cost of management, the Government must not interfere.

(b) The old procedure under the Estates Land Act will do for collection of rents and sale of lands, further safeguarding the ryots from fraudulent sales.

IV. (a) The right for water must be acquired by agreement and not by easement.

(b) The zamindar has superior right over water and the distribution is to be controlled by him.

V. (a) All those estates in which two-thirds of the number of ryots apply for a survey and record-of-rights should be surveyed and record-of-rights enforced. The ryots should pay proportionate costs.

(b) The ryots' share of costs should be in proportion to the extent of land in their possession.

VI. The landholder should not demand anything more than rent. But if those mamuls do form a part of the rent or not in excess of just rent or are in existence from time immemorial, they shall be allowed to collect them.

VII. (a) Cows, bullocks and buffaloes used for agricultural operations and for household necessities should be allowed free grazing. But sheep and goats and other cattle which are bred for marketing are to be taxed. Green grass for agricultural cattle must be allowed free of cost. Timber for agricultural purposes must be granted free. They have a right to demand these things and get permission from the zamindar before they cut them.

(b) They have a natural right to demand these things for agricultural operations and not for household consumption. Dry fuel must be allowed on a nominal price being paid.

(c) *Foot-paths, cattle-tracks, cart-tracks and thrashing floors.*—The ryots can enforce prevention of encroachment by any other person or acquisition by the zamindar for their own use.

*Village-sites, porambokes, forests and hills.*—The zamindar possesses absolute rights subject to the use by ryots according to usage.

VIII. (a) The restoration must be done by the zamindar and minor repairs by the ryots. If the zamindar does not restore and if the ryots do possess half the ayacut, the zamindar should be compelled to restore the tank.

(b) The Provincial Government must enforce restoration. If the zamindar fails to do so in a given time, the Government may get it restored and collect the cost by instalments from the zamindar.

(c) The Provincial Governments must interfere only on the request of the parties.

IX. Jamabandi is not necessary.

X. There should not be sub-tenancy in a zamindari. If the pattadar does not cultivate the land himself, he must not be allowed to possess the land. The sub-tenant must be allowed to acquire permanent rights by payment of a premium to the zamindar.

XI. (a) The final authority shall be the Board of Revenue.

(b) Civil courts must hear and decide disputes arising between ryots and zamindars.

XII. (a) The zamindar must be granted the powers of a Sub-Collector. He must be authorized to inflict penalties to the extent of four times the rent until the ryot gives up the land or gets his rights established in a civil court.

(b) The zamindar must be allowed to collect them as is done in case of rent.

#### *Prayer.*

1. By the last amendment called the "Inams Bill" to the Estates Land Act, inams, aghaharams and shrotriyams were included within the meaning of the estates under Act I of 1908. They should now be excluded as aghaharams are lands granted to Brahmans, etc., and are small in extent.

2. The Provincial Governments should be authorized to acquire lands for village-sites, schools, roads and other communal purposes, in zamindaris without any payment.

3. For every zamindari or for every Assembly constituency a zamindari council shall be formed consisting of one and a half times the number of members as there are villages and a president, one for each village shall be elected by the people and half the number shall be nominated by the zamindar. The member of Assembly for the constituency shall be the appointed president by the Government. The council shall meet twice a year, discuss the representations of the members that pass the resolutions. The villagers shall be made to pay the travelling allowances of their representatives and the zamindar shall pay his nominees. The allowances of the president shall be paid by the Government.

The resolutions of this council will clear up many matters for future litigation for zamindars and will control the bad practices of the zamindars, their officials and ryots. This will also prevent much litigation.

**H. K. APPASAMAPPA.**

**CHECKED**  
**2003-04**

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