

FINAL REPORT

ON THE

SURVEY AND SETTLEMENT OPERATIONS

IN THE

MAKSUDPUR ESTATE IN THE DISTRICT OF GAYA

1900-1904.



Calcutta:

THE BENGAL SECRETARIAT BOOK DEPÔT.

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1.	Dadpi ..	768	69.	Kolhuara ...	205
2.	Neamatpur ...	387	70.	Banchar ...	151
3.	Singpur ...	536	71.	Pear ...	890
4.	Budhna ...	284	72.	Banwan Gosaimath alias Siarampur ...	122
5.	Naudiha ...	139	73.	Jiri ...	1,084
6.	Bariawan ...	158	74.	Ubthu ...	833
7.	Basatpur Karanta ...	187	75.	Chehalmurera ...	601
8.	Bana ...	349	76.	Bhithra ...	752
9.	Shahbazpur Tiswar ...	826	77.	Jehlibigha ...	222
10.	Phakanpur Nisf ...	107	78.	Nauhighbha ...	107
11.	Sikandarapur Masarh ...	647	79.	Dhandhar ...	658
12.	Kasipur Masarh ...	280	80.	Jagatpur ...	211
13.	Masarh ...	93	81.	Chak Jagatpur ...	14
14.	Kharagpur ...	285	82.	Arazi Chak Jagatpur ...	37
15.	Salempur ...	139	83.	Barauli ...	180
16.	Bhagawanpun ...	86	84.	Badehpura ...	495
17.	Dadpur Faridpur ...	229	85.	Ratokalan ...	149
18.	Iaspur ...	140	86.	Rosna ...	181
19.	Bhimdaspur ...	854	87.	Pakri ...	484
20.	Degoon ...	1,164	88.	Fatehpur Darbhanga ...	1,064
21.	Abgilla ...	141	89.	Dhangawan ...	345
22.	Pachrukhi ...	485	90.	Bargaon ...	375
23.	Keni ...	561	91.	Ekamba ...	80
24.	Miranpur Nadira ...	1,428	92.	Ranki ...	56
25.	Rasulpur Mandai ...	114	93.	Bajaul ...	203
26.	Mahamadpur ...	73	94.	Mayapur ...	154
27.	Pathra Azizpur ...	329	95.	Powai ...	618
28.	Patakbigha ...	179	96.	Pasarhi ...	894
29.	Udhobar ...	137	97.	Meksaur ...	1,538
30.	Jariapur ...	772	98.	Pacharha ...	758
31.	Mai ...	423	99.	Dhurihar ...	412
32.	Horma ...	753	100.	Ranipur ...	144
33.	Zainuddinbigha ...	61	101.	Ekhar ...	630
34.	Mathmahamadpur ...	202	102.	Ranka Jalalpur ...	589
35.	Siswar ...	926	103.	Amokhri ...	90
36.	Paharpur ...	202	104.	Bargaon Faridpur ...	814
37.	Sinr ...	1,438	105.	Sidhaul ...	231
38.	Gehua Chak ...	32	106.	Laun ...	763
39.	Ganokhar ...	319	107.	Nawada ...	137
40.	Bindaul ...	824	108.	Aizuntakia ...	67
41.	Dewa Fatehpur ...	1,672	109.	Jharnachak ...	179
42.	Maharajbigha alias Padam Chak ...	381 & 660	110.	Partappur Murgiachak ...	236
43.	Maksudpur ...	660	111.	Chandebara ...	238
44.	Arazi Maksudpur ...	8	112.	Amjhari ...	278
45.	Mohakam Chak ...	166	113.	Dhab ...	709
46.	Utrawan ...	206	114.	Partappur Sani ...	174
47.	Pirkhan Sarai ...	397	115.	Amawan ...	2,766
48.	Sabazpur ...	535	116.	Kutlupur Bijban ...	221
49.	Uchauli ...	1,047	117.	Barhar ...	163
50.	Dhelha ...	300	118.	Chaprabandhan ...	408
51.	Khederpura ...	273	119.	Bhataulia ...	185
52.	Madarpur ...	188	120.	Rajauli ...	3,595
53.	Bijubigha ...	181	121.	Kharwan ...	455
54.	Nawada ...	202	122.	Kumhiatari ...	589
55.	Mahuar ...	157	123.	Kumha ...	50
56.	Bheriakalan ...	580	124.	Dopta ...	339
57.	Belwan ...	520	125.	Usmanpur ...	44
58.	Khaira ...	393	126.	Mandih ...	211
59.	Nauranga ...	110	127.	Pharkabuzurg ...	346
60.	Nagariawan ...	806	128.	Dhamuchak ...	232
61.	Pachamba ...	349	129.	Kendua Karanpur ...	2,966
62.	Dihuri ...	1,371	130.	Palanki ...	210
63.	Bedpura ...	221	131.	Chatni Palanki ...	68
64.	Sitarampur ...	394	132.	Dhab ...	89
65.	Narawat ...	1,634	133.	Sabalpur Chorno ...	263
66.	Kutulpara ...	549	134.	Adbarwa ...	100
67.	Digra ...	96	135.	Chamar bigha ...	533
68.	Gangti ...	219	136.	Nagarwatari ...	167

APPENDIX B—concluded.

Names of villages.	Area in acres.	Names villages.	Area in acres.
137. Amghati ...	... 430	149. Ektara ...	... 3,531
138. Jaynagra ...	... 178	150. Taparia ...	... 265
139. Harnagarapur ...	... 36	151. Thalibuzurg ...	... 210
140. Adhbaria ...	... 217	152. Ghurmuria ...	... 73
141. Sarifa <i>alias</i> Pharki ...	... 93	153. Pathra ...	... 3,643
142. Jherki ...	... 2,269	154. Ekamba ...	... 979
143. Gosaintari ...	... 161	155. Pelmu ...	... 498
144. Nadgarha ...	... 159	156. Karanpur ...	... 2,966
145. Khaira Khurd ...	... 220	157. Pindparwa ...	... 257
146. Barhibigha ...	... 93	158. Burhia Sankh ...	... 1,337
147. Bela ...	... 129	159. Dhela ...	... 1,709
148. Mahugain ...	... 147	160. Masarh Nisf ...	... 360

APPENDIX C—I.

Notification	No. 3225L.R., dated 18th September 1900.
"	No. 3227L.R., dated ditto.
"	No. 4150L.R., dated 24th December 1900.
"	No. 2590, dated 15th July 1901.
"	No. 3227L.R., dated 18th September 1900, appointing Mr. J. H. Kerr, Superintendent of Survey.
"	No. 3339L.R., dated 6th December 1900, appointing Babu Bhupendra Nath Gupta, Assistant Settlement Officer.
"	No. 3341L.R., dated 6th December 1900, appointing Babu Bhupendra Nath Gupta, Assistant Superintendent of Survey.
"	No. 3724L.R., dated 4th December 1900, appointing Mr. Sorab S. Day, Assistant Settlement Officer.
"	No. 3726L.R., dated 4th December 1900, appointing Mr. Sorab S. Day, Assistant Superintendent of Survey.
"	No. 1919T.R., dated 1st October 1900, appointing Captain A. Mears, I.S.C., Assistant Superintendent of Survey.
"	No. 1437L.R., dated 28th September 1901, appointing Lieutenant F. C. Hirst and Mr. C. S. Kraal, Assistant Superintendents of Survey.
"	No. 2000T.R., dated 4th November 1901, appointing Mr. H. Coupland, I.C.S., Settlement Officer.
"	No. 2002L.R., dated 4th November 1901, appointing Mr. H. Coupland, I.C.S., Superintendent of Survey.
"	No. 1997T.R., dated 4th November 1901, appointing Babu Hem Chandra Chatterjee, Babu Jagadis Chandra Lahiri and Maulvi Chainuddin, Assistant Settlement Officers.
"	No. 1999L.R., dated 4th November 1901, appointing Babu Hem Chandra Chatterjee, Babu Jagadis Chandra Lahiri and Maulvi Chainuddin, Assistant Superintendents of Survey.
"	No. 4643L.R., dated 16th December 1902, appointing Mr. H. Coupland, Settlement Officer, after his reversion to general duty for three months.
"	No. 4646L.R., dated 16th December 1902, appointing Mr. H. Coupland, Superintendent of Survey.

APPENDIX C—II.

List of officers engaged in the operations.

Serial No.	NAMES OF OFFICERS.	Work in which employed.	Period of employment.	REMARKS.
1	2	3	4	5
1900-01.				
1	J. H. Kerr, Esq., I.C.S.	Settlement Officer	Throughout the year.	
2	Babu Bhupendra Nath Gupta	Assistant Settlement Officer in charge.	23rd October 1900 to 20th September 1901.	
3	S. S. Dey, Esq.	Khanapuri	1st January to 14th March 1901.	

APPENDIX C-II—concluded.
List of Officers engaged in the operations.

Serial No.	Names of Officers.	Work in which employed.	Period of employment.	REMARKS.
1	2	3	4	5
1901-02.				
1	J. H. Kerr, Esq., I.C.S. ...	Settlement Officer ...	1st October 1901 to 14th Nov- ember 1901.	
2	H. Coupland, Esq., I.C.S. ...	Ditto ...	14th November 1901 to 15th July 1902.	Reverted for three months as Officiating Collector, Shahabad.
3	Babu Bhupendra Nath Gupta	Assistant Settlement Officer in charge.	Throughout the year.	
4	S. S. Dey, Esq. ...	Attestation ...	30th September 1901 to 3rd January 1902.	
5	Babu Jagad's Chandra Lahari	Khanapuri and attestation ...	31st November 1901 to 7th May 1902.	
6	Manvi Chainuddin ...	Khanapuri ...	2nd December 1901 to 23rd December 1901.	
7	Babu Hem Chandra Chatterjee	103A Case work ...	10th July to 20th September 1902.	
1902-03.				
1	H. Coupland, Esq., I.C.S. ...	Settlement Officer ...	21st October 1902 to 11th July 1903.	On privilege leave for three months.
2	Babu Bhupendra Nath Gupta	Assistant Settlement Officer in charge.	Throughout the year.	
3	Babu Hem Chandra Chatterjee	105 and 106 Case work ...	30th May to 17th June 1903.	
1903-04.				
1	H. Coupland, Esq., I.C.S. ...	Settlement Officer ...	6th October 1903 to 30th June 1904.	
2	Babu Bhupendra Nath Gupta	Assistant Settlement Officer in charge.	1st October 1903 to 30th June 1904.	

APPENDIX D-I.

Milan Khasra, Maksudpur Estate, District Gaya.

Serial number.	Total number of villages.	NAMES OF PARGANAS.	CROPPED AREA.						Current fallow.	CULTURABLE AREA OTHER THAN CURRENT FALLOW.				AREA NOT AVAILABLE FOR CULTIVATION.			Total.		
			Bhadol.	Aghani.	Babi.	Total.	Disastia.	Net cropped area.		Old fallow.	Mango groves.	Culturable jungle.	Other kinds.	Total.	House sites.	Water.		Other kinds.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	2	Goh ...	30	404	646	1,110	97	1,013	18	23	1	...	...	24	7	28	68	100
2	3	Kutumba ...	154	323	452	809	87	722	24	230	...	...	...	232	14	30	55	39
3	4	Ekil ...	41	344	170	465	98	367	26	33	6	...	...	48	8	46	29	69
4	5	Bhelawar ...	80	402	134	616	98	518	19	105	9	...	...	114	9	136	27	175
5	6	Okri ...	147	923	392	1,762	551	1,211	34	34	18	...	...	42	19	135	46	200
6	7	Sonsat ...	856	6,453	4,915	12,223	795	11,428	2,078	3,988	205	62	21	4,276	161	1,978	708	2,947	
7	8	Narhat ...	463	1,968	3,014	5,475	452	5,023	676	3,395	26	1	4	3,426	41	487	118	1,446	
8	9	Mahar ...	419	2,080	1,937	4,432	705	3,727	568	1,105	29	69	9	1,735	59	368	295	716	
9	10	Samae ...	307	628	591	1,726	319	1,407	325	106	7	...	...	114	20	96	42	158
10	11	Jarra ...	1,353	4,042	3,927	9,222	1,615	7,607	517	3,311	21	68	18	3,008	95	1,076	594	1,755	
11	12	Pachrukhi ...	698	1,431	1,031	3,100	478	2,622	205	1,208	28	7,364	17	8,631	31	3,634	10,356	13,770	
120		Total ...	4,367	19,044	17,560	40,980	5,350	35,631	4,040	12,334	416	8,314	76	21,540	464	7,865	13,016	21,335	

Serial number.	Total number of villages.	NAMES OF PARGANAS.	Total unutilized, columns 10, 15 and 16.	Total area of columns 9 and 20.	Irrigated area.	IRRIGATED AREA AND HOW IRRIGATED.					DETAILS OF IRRIGATED AREA AS REGARDS CROPS.					NUMBER OF WELLS.		
						Irrigated from wells.	Irrigated from Gov- ernment canals.	Irrigated from private canals.	Irrigated from tanks and ahars.	Irrigated from other sources.	Rice.	Wheat.	Other cereals and pulses.	Other food-crops.	Non-food crops.	Masonry.	Barthen.	Others.
1	2	3	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
1	2	Goh ...	142	1,155	794	28	...	...	...	108	157	...	...	16	...	...	...	...
2	3	Kutumba ...	393	1,117	214	34	...	...	...	100	160	...	...	15	...	...	...	...
3	4	Ekil ...	143	636	314	28	...	...	...	5	143	...	...	21	...	...	...	...
4	5	Bhelawar ...	348	836	314	56	...	...	...	180	195	...	...	46	...	...	...	...
5	6	Okri ...	274	1,427	1,052	36	...	...	...	175	941	...	...	22	...	...	...	...
6	7	Sonsat ...	2,736	21,221	7,575	1,480	...	...	...	2,524	3,437	...	...	234	...	...	...	...
7	8	Narhat ...	2,738	10,551	2,963	194	...	...	...	1,931	223	...	...	31	...	...	...	...
8	9	Mahar ...	2,919	6,636	3,668	112	...	...	...	1,116	1,342	...	...	223	...	...	...	...
9	10	Samae ...	637	1,944	1,120	200	...	...	...	525	747	...	...	203	...	...	...	...
10	11	Jarra ...	2,240	12,227	4,653	403	...	...	...	722	2,963	...	...	235	...	...	...	...
11	12	Pachrukhi ...	22,396	23,218	1,540	212	...	...	...	590	932	...	...	328	...	...	...	...
120		Total ...	47,923	83,364	21,533	2,670	...	...	...	7,135	11,603	...	...	612	...	...	...	...

APPENDIX D-II.

Map Statement, Maksudpur Estate, District Gaya.

Serial number.	Total number of villages.	NAME OF PARGANA.	CEREALS AND PULSE.												OILSEEDS.				Condiments and spices.	SUGAR.		FIBRES.				
			Rice.			Wheat.	Barley.	Jawar.	Bajra.	Mandua.	Maize.	Gram.	Kodo.	Other food-grain including pulse.	Linseed.	Til.	Mustard and rape seed.	Others.		Sugarcane.	Other.	Cotton.	Jute.	Rami.	Other kinds.	
			Bhadol.	Agbani.	Boro.																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
1	2	Goh		320		34	4	40		2	20	214	22	354	40			1		1						
2	2	Kutumba	10	187		41	16			25		153	22	159	100			1		1						
3	2	Ekl		214		4	28			25	9	23		91	1					1						
4	1	Bhelawar		266		2	30			87	23	13		113												
5	5	Okri	15	879		5	38			30	63	117	4	456	10											
6	2	Sonaut	322	5,523	30	793	870	7	4	307	184	1,093	128	1,654	244	4	119	61	60	24	324					
7	2	Narhat	63	1,587		557	291	1		124	216	824	25	1,280	213		53	94	26	26	38					
8	14	Maher	116	1,843		368	263			253	35	318	6	779	131		51	10	21	121						
9	4	Samae	24	752		97	109	1		192	85	107		223	33		20	6	3	23						
10	21	Jarra	276	3,273		303	490	1	4	663	413	958	6	2,145	268		85	173	29	45						
11	37	Pachrukhi	111	961		87	179	16		254	236	186	7	718	49		68	68	6	33						
	160	Total	1,044	16,625	30	2,310	2,323	72	8	1,914	1,312	4,003	279	7,923	1,107	21	444	446	157	773	9					

Serial number.	Total number of villages.	NAME OF PARGANA.	DYES.			DRUGS AND NARCOTICS.							Fodder crops.	Fruit-bearing orchards and garden produce.	MISCELLANEOUS CROPS.			Total.	Area cropped more than once.	Net area cropped during the year.	REMARKS.	
			Indigo.	Koum.	Others.	Opium.	Coffee.	Pea.	Tobacco.	Cinchona.	Indian hemp.	Others.			Food.		Non-food.					
															Potatoes.	Others.						
			27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	
1	2	Goh				25													1,110	97	1,013	
2	2	Kutumba				10													890	67	723	
3	2	Ekl				20													435	22	393	
4	1	Bhelawar				16													614	28	519	
5	5	Okri				39													1,773	51	1,211	
6	2	Sonaut			7	232													12,223	76	11,425	
7	2	Narhat				57													2,475	462	5,023	
8	14	Maher				32													4,421	705	3,717	
9	4	Samae				45													1,728	319	1,607	
10	21	Jarra				139													9,222	1,615	7,507	
11	37	Pachrukhi				110													3,100	479	2,322	
	160	Total			7	748								153	4	9	6		40,920	3,290	37,631	

VII

APPENDIX D—III.

List of Agricultural stock, Maksudpur Estate, District Gaya.

Serial number.	Total number of village.	NAME OF FARGANA.	Bulls and bullocks.	Cows.	Male buffaloes.	Cow buffaloes.	Calves, including buffalo calves.	Sheep.	Goats.	Horses and ponies.	Mules and donkeys.	Camels.	Ploughs.	Carts.	REMARKS.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	3	Goh	244	87	7	51	68	2	51	6	...	3	50	1	
2	4	Kutumha	211	85	1	66	120	...	29	...	...	...	76	...	
3	2	Eki	149	63	46	42	63	1	16	...	...	...	30	...	
4	1	Bhelawar	51	77	48	80	81	...	32	...	...	...	33	...	
5	8	Okri	150	92	143	93	208	...	35	...	...	...	156	...	
6	48	Sonout	2,137	1,618	1,094	661	1,839	177	1,270	74	2	6	1,301	6	
7	22	Narhat	737	930	226	296	783	618	553	52	...	...	461	...	
8	16	Maher	740	851	319	238	677	47	430	26	...	...	423	23	
9	4	Samao	336	373	41	66	146	...	110	1	...	...	152	1	
10	21	Jarra	1,643	1,257	366	347	967	90	718	12	...	1	761	8	
11	37	Pachrukhi	601	671	170	273	640	105	639	1	...	...	383	...	
160		Total	7,124	6,104	2,406	2,036	5,552	1,142	3,773	154	4	10	3,908	247	

APPENDIX D—V.
Transfer of Occupancy Rights.

Thana number.	NAMES OF PARGANAS.	Total area of village.	Total area held by raiyats.	Total number of raiyati khattians.	NUMBER OF TRANSFERS.			AREA OF ENTIRE HOLDING TRANSFERRED.			AREA OF PART HOLDING TRANSFERRED.			TOTAL AREA TRANSFERRED.			PERCENTAGE TO COLUMN 15.		PERCENTAGE TO COLUMN 16.		PERCENTAGE TO COLUMN 17.	
					By sale.	By mortgage.	Total.	By sale.	By mortgage.	Total.	By sale.	By mortgage.	Total.	By sale.	By mortgage.	Total.	Of column 9.	Of column 12.	Of column 10.	Of column 13.	Of column 11.	Of column 14.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
		Acre.	Acre.																			
	Eklil	536	439	172	...	51	51	...	71	71	...	27'90	27'90	...	28'11	28'07	...	...	...	...	...	...
	Bhelawar	826	592	277	...	14	14	...	8'5	8'5	...	9'68	9'68	...	12'73	12'73	...	...	...	...	...	...
	Okri	1,394	1,171	424	...	10	10	...	23	23	...	4'56	4'56	...	4'79	4'79	...	...	...	...	...	...
	Sonant	5,906	3,690	1,013	4	73	77	...	4'79	4'79	55	25'13	25'67	55	25'91	30'48	100	...	...	...	...	...
	Narhat	869	693	222	...	...	...	...	1'28	1'28	...	...	...	...	1'34	1'34	...	...	...	...	...	...
	Maher	1,843	2,271	1,154	...	13	13	...	3'0	3'0	...	23'38	23'38	...	31'38	31'38	...	...	...	...	...	...
	Samal	758	612	269	...	16	16	...	5'23	5'23	...	6'77	6'77	...	11'99	11'99	...	...	...	...	...	...
	Jarra	3,826	2,407	853	4	1	1	1'11	...	1'11	...	1	1	1'11	1	1	100	...	...	...	...	...
	Pachrukhi	367	304	144	...	...	...	...	...	...	...	4'14	4'14	...	4'14	4'14	...	...	...	...	...	...
	Total	17,325	12,149	4,618	3	192	190	1'11	17'68	18'79	55	106'80	107'15	1'66	124'23	125'04	68'87	32'13	14'22	85'78	14'92	68'69

Thana number.	NAMES OF PARGANAS.	PERCENTAGE TO COLUMN 6.			PERCENTAGE TO COLUMN 5.			NUMBERS OF TRANSFERS TO—				PRICE PAID FOR AREA TRANSFERRED.			RATE PER AREA FOR LAND TRANSFERRED.			HIGHEST RATE PER ACRE.		LOWEST RATE PER ACRE.		REMARKS.
		Of column 15.	Of column 16.	Of column 17.	Of column 6.	Of column 7.	Of column 8.	Land lord.	Lawyers.	Money-lenders.	Raiyats.	By sale.	By mortgage.	Total.	By sale.	By mortgage.	Total.	By sale.	By mortgage.	By sale.	By mortgage.	
		24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
												Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
	Eklil	...	4'38	6'38	...	30	30	...	...	...	51	...	1,366 6 6	1,366 6 6	...	48 6 9	48 6 9	...	...	126 5 1	...	10 12 5
	Bhelawar	...	2'28	2'28	...	5	5	...	...	...	14	...	2,985 11 0	2,985 11 0	...	235 12 7	235 12 7	...	...	342 13 7	...	60 0 0
	Okri	...	1'40	1'40	...	9	9	...	...	...	10	...	190 2 0	190 2 0	...	39 14 0	39 14 0	...	...	100 0 0	...	14 14 0
	Sonant	1	7'81	7'81	...	7	7	...	...	...	77	44 0 0	722 2 0	768 2 0	80 0 0	24 1 8	25 2 5	27 8 0	...	200 0 0	...	0 15 0
	Narhat	...	1'19	1'19	...	...	...	...	...	...	8	...	64 12 0	64 12 0	...	48 5 0	48 5 0	...	...	43 7 1	...	43 13 4
	Maher	...	1'25	1'25	...	1	1	...	...	...	12	...	324 0 3	325 0 3	...	10 5 9	10 5 9	...	...	1,800 0 0	...	2 8 0
	Samal	...	1'96	1'96	...	6	6	...	...	...	16	...	228 14 0	228 14 0	...	24 1 6	24 1 6	...	...	368 12 0	...	4 2 8
	Jarra	5	...	...	...	...	...	...	...	...	1	48 0 0	81 0 0	37 13 4	21 0 0	56 4 0	131 13 1	...	...	2,100 0 0	8 3 1	2,100 0 0
	Pachrukhi	...	1'36	1'36	...	...	...	...	...	...	2	...	83 0 0	83 0 0	...	20 0 0	20 0 0	...	...	81 12 1	...	15 1 6
	Total	1	1'2	1'3	...	4	4	...	2	2	187	88 0 0	6,036 15 9	6,122 15 9	81 12 11	48 9 2	48 9 10	131 13 1	2,100 0 0	8 3 1	0 15 9	

APPENDIX E.

STATEMENT I.—Showing total expenditure under different heads.

Main Sub-heads of Budget.		Expenditure.	
		Rs.	A. P.
1. Pay and special allowance of—			
Settlement Officer ...	...	9,654	14 4
Assistant Settlement Officer ...	...	13,299	0 7
Exchange compensation allowance	...	.....
	Total	22,953	14 11
2. Fixed establishment—			
Clerks (above Rs. 50)	...	.....
Do. (on Rs. 50 or less)	...	5,135	10 3
Servants	...	1,985	1 11
	Total	7,120	12 2
3. Temporary establishment—			
Field and office establishment	...	10,324	0 6
Contract and job work	...	7,565	6 10
	Total	17,889	7 4
4. Travelling allowance of—			
Officers	...	5,341	7 9
Establishment	...	1,556	6 9
	Total	6,897	14 6
5. Supplies and services—			
Cost of country stationery	...	74	0 6
Tents	...	2,427	13 0
Cost of construction of steam-launch for Settlement Officer	...	.....
Carriage of forms	...	344	13 0
Petty construction	...	.....
Do. repairs	...	.....
	Total	2,846	10 6
6. Contingencies—			
Office expenses	...	1,234	6 3
Do. rent	...	1,215	15 11
Hot weather charges	...	120	3 9
Municipal rates and taxes	...	.....
Service telegrams	...	53	11 0
Do. postage charges	...	473	13 0
Repair of tents charges	...	0	3 6
Purchase of furniture	...	272	4 0
Repair of furniture	...	3	6 6
Cost of books and maps	...	50	4 0
Do. of mathematical instruments	...	2,467	13 0
Printing at private presses	...	482	14 3
Miscellaneous and unforeseen	...	3,500	3 5
House-rent and taxes	...	.....
	Total	9,875	2 7
	Total	67,589	13 5
Special copying charges	...	1,405	2 0
GRAND TOTAL		68,988	15 5

APPENDIX E.

STATEMENT II.—Showing direct and indirect charges and recoveries made.

Name of estate.	Direct charges.	Traverse charges.	INDIRECT CHARGES.				Total cost of operations direct and indirect.
			Leave and pension allowance of officers.	Share of Director of Land Records' pay and allowance.	Cost of forms and stationery.	al.	
1	2	3	4	5	6	7	8
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
Makrampur ...	65,688 12 8	5,140 0 0	5,177 8 8	2,870 0 0	2,381 0 8	10,617 8 0	84,546 5 8

Name of estate.	All kinds of receipts.	Amount debited to Kaiser-i-Hind.	Net cost recoverable.	RECOVERIES.				
				Realised from or deposited by the Razi.	Recovered by the Recovery Officer.	Recovered by the Certificate Officer, Gaya.	Total.	
	9	10	11	12	13	14	15	16
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.			
Makrampur ...	9,511 10 10	125 4 6	68,928 1 11	68,650 4 8	11,068 12 9	...	...	...

APPENDIX E.

STATEMENT III.—Showing expenditure incurred under different heads of operations and cost rate per square mile under each head compared with normal rates.

Serial No.	Description of the different stages of operations.	Cost incurred under each head.	Cost rate per square mile under each head.	Normal rate per square mile.
1	2	3	4	5
		Rs. A. P.	Rs. A. P.	Rs. A. P.
1	Traverse survey ...	5,140 0 0	29 8 1	40 0 0
2	Cadastral do. ...	14,677 12 8	112 6 2	174 0 0
3	Khanapuri ...	9,227 0 5	70 10 5	50 0 0
4	Attestation and draft publication ...	10,124 8 10	77 8 4	17 0 0
5	Case work, section 103A ...	2,993 11 4	23 14 9	38 0 0
6	Office work and final publication ...	2,868 8 10	29 9 11	30 0 0
7	Case work, sections 105 and 106 ...	2,051 12 2	15 11 4	11 0 0
8	Computation and recovery ...	1,982 8 10	15 3 11	25 0 0
9	Supervision and head-quarters staff ...	10,277 8 1	78 11 1	40 0 0
10	Contingencies ...	13,786 4 1	106 8 11	
	Total ...	68,928 12 8	628 8 10	890 0 0
	GRAND TOTAL ...	74,128 12 8	667 11 11	420 0 0

APPENDIX G.

No. 598.B., dated Gaya, the 6th May 1901.

From—H. COUPLAND, Esq., I.C.S., Settlement Officer, South Bihar,

To—The Director of the Department of Land Records and Agriculture, Bengal.

I HAVE the honour to submit the following Report in regard to the village Partappur Sani, tauzi No. 7208, pargana Jarra, district Gaya, formerly a Government estate and now the property of the Raja of Maksadpur, whose estate is under survey and settlement.

So far as I have been able to ascertain, this village had been from time immemorial held by Government as a Khas Mahal till the 25th March 1898, when it was put up to sale at public auction and bought in by the present proprietor for the sum of Rs. 3,050, subject to an annual payment of Rs. 232 as Government revenue. I produce below certain of the terms of the sale certificate and engagement, which are of importance in view of the facts in regard to the present state of the village, which I shall shortly set forth. Paragraph 3 of the sale certificate runs as follows:—

“The sale is subject to existing leases and to the rights conferred by the Settlement proceedings and by the laws in force; and the purchaser is bound to respect the rights of cultivators who have signed the schedule of assessment prepared by the Revenue authorities.”

Similarly in the 2nd paragraph of the engagement signed by the purchaser the following passage occurs:—

The existing jama of Rs. 232 (rupees two hundred and thirty-two) is fixed in perpetuity, and the rights conveyed to me under the engagement are those of the proprietor of a permanently settled estate. I will be at liberty to alienate the property at pleasure, and I bind myself to respect the recorded rights of the under-tenants and resident cultivators who have signed the schedule of assessment prepared by the Revenue authorities.”

The reference made to settlement proceedings and to “Schedules of assessment,” is explained by the fact that in the years 1895 to 1897 all the Government estates in the district of Gaya had been brought under survey and settlement, and among them this village of Partappur Sani. Further in this village, as in many others, produce rents had been converted into cash rents, and fair rents had been settled for all tenants under section 104, Bengal Tenancy Act. The “recorded rights” therefore, which the Raja as purchaser bound himself to respect, were those recorded in the settlement record of 1897; the fact of the village coming again under survey and settlement in the present year as forming a part of the estate of the Raja of Maksadpur, has brought to light the extent to which this notorious landlord has failed to respect the recorded rights of his tenants, and has thereby violated the terms on which the village was sold to him by Government only four years ago.

I give below an analysis of the settlement record of 1897 showing the number of holdings of each description, the area held and the rent as settled—

Status.	No. of holding.	Area in acres.	Rent.
			Rs. A.
Tenants at fixed rates ...	1	37 40	25 14
Settled raiyats ...	14	39 54	90 5
Non-occupancy raiyats ...	44	79 84	140 13
Rent-free ...	2	2 11	Nil
	61	158 89	257 0

There were thus in 1897, 61 tenants having definite recorded rights: of these, the tenant at fixed rates is one and the same person as one of the 14 settled raiyats, and is a wealthy and powerful “mohant,” holding in all in this village 46.67 acres at a rent of Rs. 31-10. With him the Raja has not interfered, as might have been expected: with the other tenants, however, the case is quite different, as I will now proceed to show. Excluding the “mohant” there remain only two of the old settled raiyats who between them hold 8-17. acres of land, and for which, according to the Raja’s present claim, they pay Rs. 32-1-9 cash besides half the produce of 2-40 acres. In 1897 these two men are recorded as holding 5-08 acres at a cash rent of Rs. 9-3, a difference which, after allowing for the increase of area and the fact that the portion of the present holding is said to be held on produce rent, amounts to an enhancement of more than 300 per cent. I need hardly say that this rent has not been attested, but the original rent settled as fair in 1897, leaving it to the landlord to apply for additional rent for the excess area now found in their possession.

Of the 44 non-occupancy raiyats who were recorded as such in the 1897 settlement papers, a rather larger proportion still continues as cultivating tenants in the village. Twenty-three of these remain, and their present aggregate holding amounts to 82.61 acres, figures which suggest that the Raja had less trouble in inducing this class of tenant to comply with his demands, which in their case, do not appear to have been quite so excessive, the total amount claimed from them being only Rs. 170 plus produce rent from 7 acres allowing for which the enhancement works out to about 50 per cent.

It goes without saying that the two rent-free holders of 1897 are no longer to be found in the village: they were both Government servants, and their holdings service tenures, and therefore the Raja was well within his rights in removing them.

To sum up, of the 61 tenants recognized in 1897 as having various definite rights in the soil, only 27 have now any interest in the village: the holdings of the other 44 amounted in that year to 80 acres, all of which was thus made available for new settlement on such terms as the Raja could obtain. From a comparison of the new and the old records, it appears that this has been settled with old and new tenants on the following proportions:—

	Acres.
Old settled raiyats (8)	5.21
Old non-occupancy raiyats (13)	49.01
New tenants (10)	16.84
Total	71.06

The balance about 10 acres has gone out of cultivation.

From a special enquiry I caused to be made by the Attestation Officer, Babu Jagdis Chandra Lahiri, it appears that of the missing tenants some three or four only have died without leaving heirs, and two or three more are said to have abandoned their holdings of their own accord, the remainder were driven to leave the village and abandoned, their holdings by direct pressure from the Raja's agents. As far as can be ascertained, no actual violence was used: as soon as the purchase was complete, the Raja seems to have given orders for an all round conversion of cash rents to produce, or failing that a general enhancement of the cash rents. Any one who failed to comply was told to go, and if he did not, his holding was given over to some one else, who, backed by the local agents of the Raja, would quickly get possession, and having once done so, would have no difficulty in keeping it. That no one attempted to stand up against the highhanded proceedings, or to put in any complaint to the district authorities seems strange, and can only be accounted for by the ignorance and apathy of the mass of the cultivating classes in the more out-of-the-way portions of this district, and the terror which it is well known the Raja of Maksudpur inspired his tenantry until a year or two ago. Partappur adjoins a number of Raja's villages, and it is probable the Partapur tenants knew from their neighbours the small chance they had of successfully standing up for their rights against a landlord of his character. I may here mention that the Raja now attempts to justify his action by pointing to the fact that he has improved the irrigation system of the village at a cost of some Rs. 1,450. Whether this amount has really been spent by him or not, I am not able to say with certainty: it is a fact that he has linked up the village with the irrigation system of the neighbouring village Amawan, which also belongs to him; but I do not think that the works pointed out as having cost Rs. 1,450 could have cost more than half this amount at the very outside. Moreover, what has been done since the turning out of the old tenants, and the conversion of most of the land benefited from cash to produce rent-paying, so that the expenditure, whatever it amounted to, was at least as much for his own profit as for the tenants, and in no case could it justify his previous oppressive and illegal action.

In the statement below I have brought together figures showing the rent payable by the tenants of this unfortunate village at the time it was purchased by the Raja, the rent as demanded by him at the time of attestation and the rent was actually attested. For the purposes of this comparison I have taken the cash equivalent of produce rent as Rs. 6 per acre, which is probably a good deal less than it actually works out at in this or any other of the Raja's villages.

	Occupied area in 1887.	Rent settled in 1887.	Occupied area in 1902.	Rent claimed in 1902.	Rent attested in 1902.
		Rs. A. P.		Rs. A. P.	Rs. A. P.
Acres	158.88	257 0 0	157.86	439 10 9	218 1 6
Rate per acre ... ..	... ..	1 9 10	... ..	2 12 6	2 0 2

The rent now demanded is thus 75 per cent. higher than that settled five years ago, while the rent actually attested involves an enhancement of as much as 24 per cent. This was unavoidable, inasmuch as we had to attest all new holdings in accordance with present facts, though in the case of the old tenants the rent payable is of course the fair rent settled in 1897, irrespective of enhancements forced on the tenants in the interim between 1897 and the present time. A few other facts gathered from comparison of the crop and area statistics of the two surveys may here be noted: the irrigated area has increased from 95 to 127 acres, a result due no doubt to the improvements in the irrigation system already referred to. On the other hand, the total cropped area has decreased from 178 to 142 acres, apparently owing to the abandonment of *rabi* crops, only 5 acres having been sown with winter crops in 1901 as against 49 in 1896: this must have been mainly due to the unfavourable season, and is probably, therefore, only a passing phase in the agricultural history of the village. The only other noticeable fact is that opium has entirely given place to sugar, a change which may be due to the removal of pressure from the Khas Mahal staff, who would naturally do all

in their power to encourage the cultivation of poppy, or it may be the result of a desire on the Raja's part to keep all Government agents out of the village.

I have brought together above the main facts which have come to light in regard to the past and present state of this village: enough has been said, I think, to show that the Raja has deliberately violated the terms of the undertaking he entered into at the time he purchased the estate from Government. Whether under these circumstances he should be allowed to go on profiting by such highhanded conduct is a matter for others to decide. So far as this Department is concerned, the chief importance of this case is that it provides a definite and concrete example of the kind of behaviour on the Raja's part which has resulted in the general dispute now going on between him and his tenants, and which was one of the chief reasons for the institution of the present survey and settlement proceedings: further it seems to me that it is in itself a sufficient reason for burdening the Raja with the whole cost of the work, and for summarily rejecting any application he may now or at a later date make for the remission of the whole or any portion of the cost, on the ground that others besides himself have benefited by these operations.

In conclusion, I would suggest that the present state of things in this village might well have been anticipated, considering that the price paid was equivalent to no less than 122 times the difference between the total of the rents settled and the amount fixed as the Government revenue. Even after making a liberal allowance for miscellaneous profits from trees, fisheries, and market dues, and for additional rent obtained by extending cultivation, the annual profit to the purchasers could not have been anticipated at more than about Rs. 60 which would have meant a return of only 2 per cent. on the purchase-money. As it is the Raja's present demand would give him only about seven per cent., which is considerably less than landed property is generally expected to bring in. Whether the Raja knew how things stood when he bid this large figure may be doubted. What is certain is that he was not long in finding it out, and, instead of promptly defaulting as most purchasers would have done in a similar case, he determined to make his purchase pay by fair means or foul, and preferably the latter.

APPENDIX H.

KABULIYAT OF MAUZA KENI.

It is the practice from the time of Raja Shaheb's predecessors that produce of *bhaoli kaast* lands are appraised on the fields, and this procedure will be in force in respect of all produce of *bhaoli* lands for the future. We are bound by that practice, and we do promise to stick to it in future and do promise not to advance any claim for *batai* system.

2. The Raja Shaheb or his successors or his survivors will appraise the crop according to the outturn of *bhaoli* fields. Taking the whole produce of the field to be 16 annas, we promise to give 9 annas or to pay price thereof according to the bazar rate to the Raja Shaheb or to his successors or to his survivors, and we do promise not to raise any objection of any kind against our so doing in future. We will have no objection to the Raja Shaheb's or to his successors or to his survivors' taking, according to the share stated above, the produce of the lands or price thereof.

3. We, all the tenants of village Keni and the tenants of the other villages, have been giving Poar, Newari and Bhusa from the time of the Raja Shaheb's predecessors according to the rate detailed in the statement below, and we do promise to continue to give the Raja Shaheb or his successors or survivors according to it without any objection whatever.

Newari per plough	...	...	...	200 Sheafs.
Poar per plough	...	...	...	4 bundles (bojhas).
Bhusa per plough	...	...	...	4 baskets.

4. At present the highest outturn of the crop in *bhaoli* fields is 40 maunds and the lowest 15 maunds. We do hereby promise that we will never be slack in our attempts in raising crop in the *bhaoli* fields, in taking care of them, and in undergoing sufficient amount of labour or pains for them. If we do not act according to this promise, we will be liable to pay the Raja Shaheb at the above mentioned rate per bigha in accordance with the capabilities of the fields.

5. We will not sow *baag* (बाग) or *keini* (केनी) or any other kind of paddy on the *bhaoli* fields which grow transplanted rice. The *bhaoli rabi* fields which grow valuable *rabi* crops such as *gehu*, etc., will always be cultivated with such important *rabi* crops. If we leave the lands fallow, we shall be liable to pay rent at a rate which we should have paid if the lands bore the fullest crop, and we do bind ourselves by this promise.

6. We or our successors will never cultivate any area of the *bhaoli* fields with *kanda* or *ketari* without the permission of the Malik Mokurraridar. If we or our successors ever do so, the Malik Mokurraridar is, and will, in future, be entitled to rents at the rate of Rs. 25 per bigha for the area cultivated with such crops, and we or our successors will have no objection to it.

7. The highest rate of *nagdi* rent in the village is Rs. 16, and the lowest Rs. 6 per bigha. We ourselves are, and will in future, be bound to pay rent for the *nagdi* lands according to the *laggit*.

8. We have hitherto been paying *bhaoli* rent for *bhaoli* fields at every harvest and the *nagdi* rent in four kists every year, and we and our successors will in future continue to pay rent accordingly.

9. If we do not pay rent of *bhaoli* and *nagdi* fields at every harvest and according to the recognised kists as has been the practice from a very old time, the Raja Shaheb or his successors will be entitled to realise from us the rent with interest at Ra. 25 per cent.

10. We or our successors or the other tenants of the village have no right to sell our lands or any portion thereof without the consent of the said Malik Mokurraridar, or shall we be entitled to have any such rights in future without his consent. If we sell any portion of our *kasht* lands, it would be obligatory upon us to secure consent in writing duly signed and sealed by the Raja Shaheb or his successors.

11. The lands on which our houses or the houses of the other tenants are at present standing are neither part nor parcel of the *nagdi* or *bhaoli* lands, and we or the other tenants of the village have no right or title on the said land. It is the prevailing custom and practice in the village that we must pay whatever rent the Malik Mokurraridar may settle or otherwise he has the right to get the materials of our houses removed from the land and to drive us from the houses. Neither have we, nor our successors will have, any right to construct houses or to keep materials thereof on the land without the consent of the Malik Mokurraridar.

12. The said Raja Shaheb has *khud kasht* lands in village from long before, and it has been the custom long since that we and the other tenants are bound to give *harai* (help with ploughs, bullocks) labour and for cultivating the *khud kasht* lands of the village, and according to the said custom and practice we and our successors will continue to do so. We, our successors and survivors are and will be bound to follow the said custom, neither we have nor will have any objection to this. Any objection raised by us against this will be of no effect.

We do enter into the above mentioned agreements without any force, threats or inducements from the landlord, but we agree to them of our own motion and free will. We do execute this bond as an *ekrarnama*, so that it may be useful at times of requirement.

APPENDIX I

Record of Customary Rights in village Bhagwanpur, pargana Sanout thana Tekari, district Gaya.

PREPARED in accordance with sub-sections (h) and (k) of Notification No. 3225L.R., of the Government of Bengal, dated 18th September 1900, published in the *Calcutta Gazette* of 19th September 1900.

Tenants can graze their cattle on all uncultivated lands of the village without payment of any fees. The crop of lands held on produce rents is appraised under the *danabandi* system: 9 annas of it go to the landlord and 7 annas go to the raiyat. Homestead lands are held as part of the agricultural holding without payment of any rent. Under-raiyats cannot acquire any rights of occupancy. Rights of occupancy are not transferable without the consent of the landlord. There are no authorised kists; the tenants pay rent at the harvest time. Manuscript rent receipts without specification of the particulars prescribed by the Bengal Tenancy Act are issued by the landlord. The times of irrigation and the quantity of water to be allowed to each raiyat are determined by the landlords, local agents according to the necessities of each case. The works of irrigation are maintained and repaired at the landlord's cost. The raiyats give their labour in repairing petty breaches in the banks of *ahars* which may be caused by the rush of water. They do not receive any remuneration for it. There are one *pain* and two *ahars*.

APPENDIX J.

Laggit Nagdi for the year 1900 Fash of village Amawan, dihi Banagopal, pargana Jarra.

DASOO RAI.

Crop.			Area in bighas.	Rate.	Amount.
			B. K. D.	Rs. A. P.	Rs. A. P.
Marua and poppy	...	...	0 16 0	12 0 0	9 9 9
Ditto	...	...	0 5 0	14 8 0	3 10 0
Ditto	...	...	0 8 0	10 8 0	4 3 3
Shikam	...	...	0 6 0	7 12 0	2 5 3
Chakat	...	...	0 10 0	2 0 0	1 0 0
Sugarcane	...	...	0 6 0	12 4 0	3 11 9
Ditto	...	...	0 7 0	10 0 0	3 8 0
Total			2 18 0	.....	27 15 0
Road-cess, etc.—			Rs. A. P.		
On account of Nagdi	...	...	27 15 0		
.. of bhaoli	Md. Sr. 522 16				
Landlord's share	... 293 34½		317 14 0		
Raiyat's share	... 228 21½				
Hucks, etc.—			345 13 0		
Dhan area in bigha 27 at 3½ annas per		anna per rupee			10 3 0
bigha ...			5 11 0		
Bheet area in bigha 10-8 at 1½ annas ...			1 2 0		6 13 0
			6 13 0	.....	.....
GRAND TOTAL			.....	.....	45 9 0
Kistbani			.....	.....	20 0 0
			.....	.....	65 9 0

Damas of crops not covered, i.e., converted into cash rent, the arrear.

Crop.	Maunds in arrear.		Rate per rupee.		Amount.																																																																														
	Md.	s.	Md.	s.	Rs.	A. P.																																																																													
Makai	0	17	0	22½	0	12 3																																																																													
Good rice	0	5	0	27½	0	3 0																																																																													
Kurthi	3	29	0	24½	6	0 3																																																																													
Linseed	0	2½	0	14½	0	2 9																																																																													
Wheat	0	4½	0	19½	0	3 6																																																																													
Khesari	0	3½	0	27	0	2 0																																																																													
Andi	0	3½	0	19½	0	2 9																																																																													
Total	4	24½	7	10 6																																																																													
Brought forward	65	9 0																																																																													
GRAND TOTAL	73	3 6																																																																													
<i>Deduct on account of excess crops—</i>																																																																																			
White rice	4	15½	0	27½	6	0 3																																																																													
Masuri	0	2½	0	23½	0	2 9																																																																													
Mustard	0	6½	0	12½	0	8 6																																																																													
Peas	0	7½	0	24½	0	5 0																																																																													
Barley	0	2½	0	31½	0	1 3																																																																													
Total	4	35	7	0 9																																																																													
Balance	66	2 9																																																																													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="text-align: right;">Rs. A. P.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Road-cess on 28mds. 31½srs =</td> <td style="text-align: right;">406</td> <td style="text-align: right;">4</td> <td style="text-align: right;">9</td> <td></td> <td></td> <td></td> </tr> <tr> <td>or 22½ seers per rupee.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Deduct already accounted to</td> <td style="text-align: right;">317</td> <td style="text-align: right;">14</td> <td style="text-align: right;">0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Balance</td> <td style="text-align: right;">88</td> <td style="text-align: right;">6</td> <td style="text-align: right;">9</td> <td></td> <td></td> <td></td> </tr> <tr> <td>At ½ anna per rupee</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Homestead land 1k. 4dh. at</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Rs. 14 per bigha</td> <td style="text-align: right;">0</td> <td style="text-align: right;">14</td> <td style="text-align: right;">0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cess</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">6</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">0</td> <td style="text-align: right;">14</td> <td style="text-align: right;">6</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td></td> <td>69</td> <td>13 9</td> </tr> </table>								Rs. A. P.						Road-cess on 28mds. 31½srs =	406	4	9				or 22½ seers per rupee.							Deduct already accounted to	317	14	0				Balance	88	6	9				At ½ anna per rupee							Homestead land 1k. 4dh. at							Rs. 14 per bigha	0	14	0				Cess	0	0	6					0	14	6				Total					69	13 9
	Rs. A. P.																																																																																		
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Cess	0	0	6																																																																																
	0	14	6																																																																																
Total					69	13 9																																																																													
Deduct on account of excess for the year 1899	2	5 6																																																																													
Balance	67	8 3																																																																													
Recovered as per receipt	71	9 3																																																																													
Balance Excess	<i>Nil</i>	4 6 0																																																																													

Account understood. The excess is Rs. 4-1.

(Sd.) Dasoo Rai by the peon of Churaman Rai.

Laggit Bhawli for the year of village. Anawan Jharoo Sahes.

Crops.	Area in bigha.			Maunds appraisd.		Deduct raiyat's share.		Balance, landlord's share.		Recovered.	Balance.		Excess.	
	B.	k.	dh.	M.	s.	M.	s.	M.	s.	M.	s.	M.	s.	
Urid ...	0	10	0	0	1	0	$\frac{1}{2}$	0	$\frac{1}{2}$	Nil	0	$0\frac{1}{2}$	Nil	
Black rice ...	11	1	0	138	10	60	$19\frac{1}{2}$	77	$30\frac{3}{4}$	$77\ 30\frac{3}{4}$	Nil	Nil	"	
White rice ...	26	5	0	527	0	230	$22\frac{1}{2}$	296	$17\frac{1}{2}$	$292\ 21\frac{1}{2}$	$3\ 36\frac{1}{2}$	Nil	"	
Good rice (<i>mehi dhan</i>). ...	Nil			4	0	1	30	2	10	$2\ 15$	Nil	0	" 5	
Kurthi ...	2	4	0	1	10	0	$21\frac{3}{4}$	0	$28\frac{1}{4}$	Nil	0	$28\frac{1}{4}$	Nil	
Masur ...	0	9	0	0	36	0	$15\frac{3}{4}$	0	$20\frac{1}{4}$	0	21	Nil	0	$0\frac{3}{4}$
Mustard ...	Nil			0	35	0	$15\frac{1}{2}$	0	$19\frac{3}{4}$	0	$20\frac{1}{4}$	Nil	0	$0\frac{1}{2}$
Linseed ...				1	12	0	$22\frac{3}{4}$	0	$29\frac{1}{4}$	0	$19\frac{3}{4}$	0	$9\frac{1}{2}$	Nil
Peas ...	4	"	8	0	30	3	33	4	37	$4\ 32\frac{1}{4}$	0	$4\frac{3}{4}$	"	
Barley ...	0	9	0	0	27	0	$11\frac{3}{4}$	0	$15\frac{1}{4}$	0	26	Nil	0	$10\frac{3}{4}$
Gram ...	5	10	0	6	25	2	36	3	29	$3\ 28$	0	4	Nil	
Wheat ...	3	4	0	10	10	4	$19\frac{1}{4}$	5	$30\frac{3}{4}$	$6\ 3\frac{1}{4}$	Nil	0	$13\frac{1}{4}$	
Khesari ...	14	12	0	18	1	7	$35\frac{1}{2}$	10	$5\frac{1}{2}$	$14\ 8$	"	4	$2\frac{1}{2}$	
Rahar ...	0	18	0	1	0	0	$17\frac{1}{2}$	0	$22\frac{1}{2}$	$0\ 22\frac{1}{2}$	"	Nil	Nil	
Total ...	69	10	0	718	37	314	$20\frac{3}{4}$	404	$16\frac{1}{2}$	$404\ 8\frac{3}{4}$	5	$\frac{1}{4}$	$4\ 32\frac{3}{8}$	

DEPARTMENT OF LAND RECORDS, BENGAL.

No. 2052S.

FROM E. LISTER, Esq., I.C.S.,

Offg. Director of the Department of Land Records, Bengal,

TO THE SECRETARY TO THE BOARD OF REVENUE.

Dated Calcutta, the 11th August 1906.

SIR,

I HAVE the honour to forward, for the information of the Board, the final report of the Maksudpur Settlement, which has been prepared by Mr. Coupland, c.s., late Settlement Officer. The report has been forwarded by the Collector and Commissioner without comment.

2. The settlement was made by virtue of a notification issued under section 101 2(b). Operations commenced with a traverse survey in the cold weather of 1900 and terminated in June 1904, rather more than a year later than had been originally foreseen. The expenditure, after deducting receipts, aggregated Rs. 75,000, or Rs. 577 per square mile, instead of the originally estimated sum Rs. 1,00,000. The area was scattered and the disputes were numerous and of a peculiarly difficult character; so that both in respect of duration and cost the results obtained were satisfactory.

3. This settlement possesses a peculiar interest in two respects. In the first place it challenges the efficacy of the safeguards provided by the criminal and revenue laws (as at present administered) for the protection of the cultivator; and in the second place it revives the consideration of the difficulties of the produce-rent system in irrigated areas. The first subject has been discussed with much clearness by the Settlement Officer, in Chapters II and V of his report. He has demonstrated from the statistical results of the settlement the conclusions arrived at by the Collector (Mr. Oldham) from local inquiries made before the settlement that the existence of the Criminal Courts failed to secure protection to the property of the tenants of the Maksudpur Raja, and that of the Civil Courts to their agrarian rights. The aggregate amount of human misery which resulted in consequence it is difficult to adequately realise. In Chapter V the Settlement Officer has discussed the probable results of the settlement which was intended as a remedy for those evils; and he is far from sanguine that any automatically effective protection will result to the raiyats. The settlement operations were completed in June 1904, little more than two years ago; but the Settlement Officer states that even then there were indications that the proprietor was prepared to treat the record-of-rights with scanty respect. Since then, there has been a change of owners; for Chandesri Prasad Narsen Singh, brother of the late Raja, has succeeded to the estates after litigation with the widow. Judging by the past history of this estate an inquiry is necessary about the extent to which the rights and duties of the tenants as set forth in the record-of-rights have been modified by the action of the Courts or the conduct of the landlord since the final publication of the record. It is necessary in the interests of the raiyats, and it is also necessary for the information of Government, as throwing light on the real value of this panacea for agrarian troubles, regarding which the Settlement Officer suggests some doubt.

4. The real difficulty of the situation arises however from the fact that much of the land depends on irrigation, and that the water is obtained for

the most part not from wells or reservoirs supplying the fields in their immediate neighbourhood, but from rivers, by means of distributing channels of considerable length and supplying several villages. The maintenance of such channels, and the distribution of the supply of water to individual cultivators, can be controlled only by the landlord or by the State. Hitherto, the State has refrained from interference, and the landlord can be induced to discharge his duties efficiently only by being immediately interested in the annual success of the crops. Hence the system of produce-rents prevails throughout the whole of the area. The case of the Maksudpur estate proves that, under the present system of administration, produce-rents may result in the most serious evils. The whole question has however been discussed fully in the final report of the settlement of the Tikari Raj by Mr. Stevenson-Moore, whose opinion is expressed in paragraph 77 of the report. Had the Tikari Raj been managed on the same lines as the Maksudpur estate, it is probable that he would have felt and expressed more strongly the drawbacks to the system.

5. In attesting rents such lands as paid produce-rents were attested as such, and regarding sugarcane, which is usually grown at irregular intervals on those lands, a note was made in the khatian of the *rates* of rent. Regarding the cash-rent area the Settlement Officer explains that by custom different rates have been paid for different classes *not of soil but of crop*; and that the attested cash rent stereotypes the state of things existing at the time of attestation. He apprehends, however, that the landlord will claim to alter the cash rent when the raiyat puts a portion of his cash rent lands under a higher class of crop and that in some cases the raiyats may give way. This would obviously be unsatisfactory. It is the certain assurance of the extent of his liabilities to the landlord which gives the record its value to the raiyats; and if it were held by the Courts that such a custom does not contravene the provisions of the Bengal Tenancy Act regarding the enhancement of rents, or even if the raiyats generally accepted such enhancements, a great part of the value of the settlement would be lost.

6. Regarding commutation it appears from paragraph 99 of the report that whilst all applications were refused in the Settlement Courts, in eight cases they were allowed on appeal by the Commissioner and the Board, as an experiment. It is perhaps desirable to learn how that experiment is progressing.

7. The Settlement Officer in paragraph 102 has suggested that the cash rents fixed under section 40 should not be liable to enhancement for 15 years. This proposal may be considered in the present discussion regarding the amendment of the Bengal Tenancy Act.

8. In paragraph 116 he has made suggestions for the improvement of the machinery for official appraisalment of produce-rents. It has been shown in the case of Maksudpur to what an extent a malevolent landlord can oppress his raiyats by delaying appraisalment, and it is desirable that a remedy should be provided without undue delay.

9. The question of court-fees to be paid on a dispute under section 106 by a landlord who alleges that the existing rent has been wrongly recorded is of some interest, and is analogous to a similar question in commutation cases in Chota Nagpur. The opinion of the Legal Remembrancer might be obtained on the point.

10. In paragraph 119 a suggestion has been made that, when the Bihar settlement operations reach Gaya, the revision of the present area should be undertaken early in the district operations. It would, however, appear to be desirable to consider the question of irrigation in this district earlier, for whilst State control may prove to be impossible, its adoption would considerably modify the form of the record in the district settlement. With State control, cash rents would become possible, and the classification of lands would be made mainly on irrigability.

11. It is desirable that the cadastral maps of the estate should be reproduced by Vandyke process for sale to the tenants at a low rate. In North Bihar it has been proposed to print 20 copies of each sheet, of which five are intended for administrative purposes. A similar number might be sanctioned for this area. The cost would have to be borne in the first place by Government

(2)

and recouped by sales to parties. If this proposal is approved an estimate will be obtained from the Superintendent, Provincial Surveys.

12\ The report discloses the unusual difficulties which attended this settlement, and the attention of the Board is drawn to the concluding paragraph on the services rendered by the officers who took part in it. The work of Mr. Coupland was highly esteemed by the Directors under whom he served and the report submitted by him is of exceptional interest.

I have the honour to be,

SIR,

Your most obedient servant,

E. LISTER,

Offg. Director of the Dept. of Land Records, Bengal.

REVENUE DEPARTMENT.

LAND REVENUE.

CALCUTTA, THE 12TH JANUARY 1907.

RESOLUTION—No. 251.

READ—

Letter No. 2052S., dated the 11th August 1906, from the Director of Land Records, Bengal, submitting, with his remarks, the Final Report on the Survey and Settlement Operations in the Maksudpur Estate in the district of Gaya.

Previous history.—The Maksudpur Estate originally formed part of the Tikari Raj in the district of Gaya. The late Raja Rameswar Prasad Narayan Singh was the direct descendant of Fateh Narayan Singh, the predecessor of Pitambar Singh, who first obtained the title of Raja, in consideration of the help given by him against Kasim Ali. The title of Raja was continued to his son, Todal Narain Singh, who died in the year 1856, leaving a daughter who had married Gajadhar Prasad Narain Singh of the Chainpur family in the district of Saran. Their son, the late Rameswar Prasad Narayan Singh, attained his majority in the year 1859 and was made a Raja in the year 1891.

2. *Reason for undertaking the operations.*—Since the year 1889, the local officers had repeatedly drawn attention, in their annual administration reports, to the existence of strained relations between the Raja of Maksudpur and his tenants. It was not, however, apparent at first whether the fault was on the side of the Raja or of the tenants, but enquiries showed that from the year 1898, owing, presumably, to pressing financial difficulties, the Raja had adopted oppressive and tyrannical means of increasing the income of his estate. As a result of his oppressive measures, many tenants left their ancestral villages to find new homes in the neighbouring zamindaris, while those who remained were gradually impoverished, till village after village was deserted, and the very name of "Maksudpur" became a synonym for tyranny and oppression throughout the district. For some time, the Collector of Gaya and the Commissioner of the Patna Division had advised the Raja to reform his administration or to appoint a competent Manager with effective powers to do so, but he only made promises which he never fulfilled. Inquiries were again instituted by the Collector, and these proved that the Civil and Criminal Courts failed to secure protection to the rights and property of the tenants. Government accordingly gave orders, under section 101 (2) (b) of the Bengal Tenancy Act, for the survey and preparation of a record-of-rights of the estate.

3. *Area of the estate and duration of the operations.*—The area of the Maksudpur Estate is 130 square miles comprised in 160 villages. Survey and settlement operations were actually started in September 1900, and finished in September 1903, except for recovery of costs, which was completed in August 1904. The task of the survey and settlement staff throughout the operations was one of exceptional difficulty. During traverse survey, there was no correct information as to what villages belonged to the estate, and the estate officials either would not, or could not, give any assistance. Again, when cadastral survey and record-writing had begun, plague broke out in many of the villages, and many tenants migrated temporarily to other parts of the district; while those who stayed took little interest in the work. Further, during the settlement part of the proceedings, the Revenue officers were not only confronted with a large number of internal disputes of considerable difficulty, but had to make very careful enquiries as to the tenants whose names had been suppressed in respect of lands claimed to be the proprietor's private lands. At attestation, for instance, the Settlement Department had great trouble in finding the rent payable by the tenants, inasmuch as the rents stated by the tenants were,

as a rule, absurdly low and were calculated at various imaginary rates on the area they claimed to hold on cash rents. The tenants on the one hand, not only failed to produce receipts, but declared that they had none, and, on the other, the landlord's papers showed rates and rents that had never been collected.

4. *Cost of the operations and apportionment and recovery of cost.*—The actual gross expenditure incurred on the operations was Rs. 84,546, against which is to be set off miscellaneous receipts on account of Court-fees, etc., amounting to Rs. 9,512. Thus the net cost of the operations amounts to Rs. 75,034, and gives an incidence of Rs. 577 per square mile, or 14 annas 5 pies to the acre. The cost-rate is high, but in view of the exceptional difficulties of the work noticed in paragraph 3 above, the Lieutenant-Governor agrees with the Director of Land Records that the work could not have been completed more economically or in a shorter time.

5. As is usual in proceedings undertaken under section 101 (2), b) of the Bengal Tenancy Act, funds for the work were advanced by Government in the first instance. Inasmuch as the entire responsibility for the state of things which led to the initiation of the operations rested on the Raja, it was ordered, under section 114 of the Act, that quarterly bills of cost should be presented to the Raja for payment. Great difficulty was experienced in obtaining these payments, and not only was recourse to the certificate procedure necessary, but on more than one occasion coercive measures were taken for the realisation of the amounts, and even in September 1903, when the work was actually completed, there was still a considerable amount outstanding. In the meantime, however, the Raja died, and the Rani succeeded to an estate not only heavily burdened with debt, but also the subject of expensive litigation owing to a claim to the succession to the estate by the late Raja's brother. In the circumstances, Government acceded to her request that a share of the costs should be realised from the tenants, and directed that the raiyats should pay at the rate of $3\frac{1}{2}$ annas per acre. Further, in the case of villages let out in perpetuity, orders were issued that the permanent tenure-holders should pay $7\frac{1}{2}$ annas per acre of the Rani's share.

6. *Results of the settlement and value of the record-of-rights.*—The grievances of the tenants, which it was intended to remedy by the preparation of a record-of-rights, were the uncertainty of their tenancies, the exorbitant cash rents demanded and the oppressive system of appraisal of produce rents. In the end, out of 11,690 tenants, 11,466 have been recorded as holding either as rent-free holders, raiyats at fixed rates or occupancy raiyats. Each tenant also has now been granted a *khatian* in which every plot which forms a part of his holding is recorded and against each plot is noted whether the landlord is entitled to demand a cash or produce rent, the manner in which appraisal is customarily made, the various payments due to the persons concerned therein, the respective shares of the landlord and tenant in the produce and the rights and the duties of landlords and tenants in respect of irrigation. The Raja's exorbitant demands in regard to cash rents have thus been to a large extent cut down, and comparatively reasonable rents and rates of rent at which the tenants are liable to pay have been fixed.

7. *Irrigation and produce rents.*—The main difficulty in the way of successful management of the estate lies in the fact that the system of produce rents prevails throughout, that much of the land depends on irrigation, and that water is obtained for the most part, not from wells or reservoirs supplying the fields in their immediate neighbourhood, but from rivers by means of long distributary channels supplying a large number of villages. The maintenance of such channels and the distribution of the supply of water to individual cultivators can be controlled only by the landlord or by the State. Hitherto the State has refrained from interference, and the landlord could only be induced to discharge his duties efficiently by being immediately interested in the actual success of the crops. Government has at present under consideration a legislative measure by which it is proposed to empower Collectors to control the management of private irrigation works; but until this proposal is given effect to, it is not possible to commute all produce rents and thereby remove all evils attending the system.

8. *Questions for special consideration.*—The remarks and suggestions of the Settlement Officer and the Director of Land Records regarding (1) the revision of the records of the estate when the district of Gaya is brought under survey, (2) the fixity of rents settled under section 40 of the Bengal Tenancy Act, (3) the improvement of the machinery for official appraisal of produce rents, (4) the Court-fee to be paid on a dispute under section 106 of the Bengal Tenancy Act, and (5) the reproduction of the village maps of the estate, will be separately considered.

9. *Services of officers.*—The thanks of the Lieutenant-Governor are due to Mr. J. H. Kerr for his control of the operations at the early stages, to Mr. Coupland for having brought this difficult work to a successful close and for his excellent report, and to the Directors of Land Records, Messrs. Lyon, Allen and Maddox, for their careful supervision of the work. His Honour notices with satisfaction the remarks of the Settlement Officer in regard to the good work done by Babu Bhupendra Nath Gupta, Mr. S. S. Dey and Maulvi Makimuddin Ahmed. In conclusion, Sir Andrew Fraser desires to record his appreciation of the services rendered by Mr. C. E. Oldham in this connection. After a long, careful and tedious enquiry, he brought to the notice of Government the real state of affairs in the estate, and throughout the operations readily co-operated with the settlement staff, and helped them with his advice on all questions of difficulty.

ORDER.—Ordered that this Resolution be published in the *Calcutta Gazette*, and that a copy of it be forwarded to the Appointment Department of this Government.

By order of the Lieutenant-Governor of Bengal,

R. W. CARLYLE,
Chief Secy. to the Govt. of Bengal.

No. 331.

Copy, with a copy of the report, forwarded to the Appointment Department of this Government for information.

By order of the Lieutenant-Governor of Bengal,

M. C. McALPIN,
Under-Secy. to the Govt. of Bengal.

CALCUTTA,
The 12th January 1907.

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