

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.

1907.

[Price—, 1-18 annas; English, 2s. 6d.]

FINAL REPORT

ON THE

SURVEY AND SETTLEMENT OPERATIONS

IN THE

MAKSUDPUR ESTATE IN THE DISTRICT OF GĀYA

1900-1904.



CALCUTTA :

THE BENGAL SECRETARIAT BOOK DEPOT.

1907.

Published at the **BENGAL SECRETARIAT BOOK DEPOT,**
Writers' Buildings, Calcutta.

—♦—
OFFICIAL AGENTS.

In India—

MESSRS. THACKER, SPINK & Co., Calcutta and Simla.
MESSRS. NEWMAN & Co., Calcutta.
MESSRS. HIGGINBOTHAM & Co., Madras.
MESSRS. THACKER & Co., LD., Bombay.
MESSRS. A. J. COMBRIDGE & Co., Bombay.
THE SUPERINTENDENT, AMERICAN BAPTIST MISSION PRESS, Rangoon.
MRS. RADHABAI ATMARAM SAGOON, Bombay.
MESSRS. R. CAMBRAY & Co., Calcutta.
RAJ SAHIB M. GULAB SINGH & Sons, Proprietors of the Mufid-i-am Press,
Lahore, Punjab.
MESSRS. THOMPSON & Co., Madras.
MESSRS. S. MARTY & Co., Madras.
MESSRS. GOPAL NARAIN & Co., Bombay.
MESSRS. S. K. LAHINI & Co., Printers and Book-sellers, College Street, Calcutta.
MESSRS. V. KALYANARAM IYER & Co., Book-sellers, &c., Madras.
MESSRS. D. B. TARAPORVALA, Sons & Co., Book-sellers, Bombay.
MESSRS. G. A. NATHSON & Co., Madras.
MR. N. B. MATHUR, Superintendent, Nazir Kanim Hind Press, Allahabad.
THE CALCUTTA SCHOOL BOOK SOCIETY.
MR. SUNDER PANDURANG, Bombay.
MESSRS. A. M. AND J. FERGUSON, Ceylon.
MESSRS. TEMPLE & Co., Madras.
MESSRS. COMBRIDGE & Co., Madras.
MESSRS. A. R. PILLAI & Co., Trivandrum.
MESSRS. A. CHAND & Co., Punjab.

In England—

MR. E. A. ARNOLD, 41 & 43 Maddox Street, Bond Street, London, W.
MESSRS. CONSTABLE & Co., 16 James Street, Haymarket, London, W.
MESSRS. GRINDLAY & Co., 54 Parliament Street, London, S.W.
MESSRS. KEGAN PAUL, TRENCH, TRÜBNER & Co., 43 Gerrard Street, Soho,
London, W.
MR. B. ALFRED QUARITCH, 15 Piccadilly, London, W.
MESSRS. P. S. KING & SON, 2 & 4 Great Smith Street, Westminster, London, S.W.
MESSRS. H. S. KING & Co., 65 Cornhill, London, E.C.
MR. B. H. BLACKWELL, 50-51 Broad Street, Oxford.
MESSRS. DIGHTON BELL & Co., Cambridge.

On the Continent—

MESSRS. R. FRIEDLÄNDER & SOHN, Berlin, N. W. Carlstrasse, 11.
MR. OTTO HARRASSOWITZ, Leipzig.
MR. RUDOLF HAUPT, HALLE-A-S, Germany.
MR. KARL HINSELMANN, Leipzig.
MR. ERNEST LEROUX, 28 Rue Bonaparte, Paris.
MR. MARTINUS NIJHOFF, The Hague.

TABLE OF CONTENTS.

CHAPTER I.

GENERAL.

SUBJECT.	PARAS.	PAGE.
Topography	1	1
Physical Features	2	1
Rivers	3	1
Soil	4	2
Irrigation	5	2
Railway Communications and Roads	6	3
Towns, markets, and places of interest	7	3
Population	8	3
Rainfall and Climate	9	3-4
Education : Dispensaries	10	4
Statistics of cultivation	11	4
List of Parganas	12	4
Comparison of cropped and uncropped area	13	4
Comparison with the Tikari Estate	14	5
Cause of diminished area under cultivation	15	5
Remaining culturable area	16	5
Unculturable area	17	5
Irrigated area	18	5-6
Crops requiring irrigation	19	6
Harvests	20	6
Division of Crops	21	6
Agricultural stock	22	7
Statistics of holdings and rent	23	7
Occupied and unoccupied area	24	7-8
Status	25	8
Absence of Zirat lands	26	8
Fixed rent and rent-free holdings	27	8
Large number of occupancy raiyats	28	8
Incidence of cash rent and comparison with Tikari and Belkhara Estates	29	8
Area held on produce rent	30	9
Under-raiyats	31	9
Transfer of occupancy rights	32	9

CHAPTER II.

FISCAL AND GENERAL HISTORY.

Origin of the estate	33	9
Family history of proprietors	34	9-10
Extent and nature of estate	35	10
Reasons for settlement	36	10
History of the quarrel between the Raja and his tenantry	37	10
The Raja's scheme	38	10-12
Methods of the Raja	39	12-13
Partabpur Sani Estate	40	13
Oppression of labouring classes	41	13
The Raja's officials	42	13-14
The assets of the estate	43	14
Liabilities of the estate	44	14
Net profits	45	14
Demand previous to settlement operations	46	14
Future prospects of the estate	47	14-15
Attitude adopted by the present proprietors	48	15

CHAPTER III.

ACCOUNT OF THE PRESENT OPERATIONS : PRACTICE AND PROCEDURE.

SUBJECTS.	PARAS.	PAGE.
Notifications	49	15
Staff	50	15
Programme of the operations	51	15
Traverse Survey	52	15
Cadastral Survey and preliminary record-writing :—		
Statement of annual progress	53	16
Staff employed on Cadastral Survey	54	16
Khanapuri	55	16
Difficulties and cause of delay	56	17
Nature of disputes	57	17
Second year's work	58	17
Presumption in " nagdi " " bhaoli " disputes	59	17-18
Reasons for deferring decision of some disputes till attestation	60	18
Boundary disputes	61	18
Office work	62	18
ATTESTATION.		
Programme of attestation	63	18
Stoppage of work	63	18
Difficulties encountered	64	18
Rents as stated by the tenants	65	18-19
Proposal to apply for power to settle fair-rents	66	19
Raja's rent papers	67	19
The Laggit	68	19
Discussion of terms found in Laggit	69	19-20
The Laggit for bhaoli area	70	20
Procedure adopted at first attestation	71	20
Necessity for extending enquiry	72	20
Procedure eventually adopted	73	20-21
Special cases	74	21
Subsequent treatment of sugar-cane lands	75	21
Discrimination between villages with sufficient and insufficient papers	76	21
Criterion of sufficiency of papers	77	21
Treatment of individual tenant without Laggits	78	21
Use of the schedule	79	21
Kabillagan area	80	21
Treatment of villages where papers were insufficient	81	21-22
Case of non-occupancy raiyats	82	22
Results of procedure adopted	83	22
Illustration of methods employed	84	22
Comparison with neighbouring villages in other estates	85	22
Attestation resumed	86	23
Disputes at attestation other than rent disputes	87	23
Disputes in village Amawan	88	23
The Collector's appraisal papers	89	23-24
Courses of slow attestation	90	24
Record of customary rights	91	24
Illegal customs omitted from records	92	24-25
Transfer and mortgage of holdings	93	25
Draft publication procedure adopted	94	25
CASE-WORK, SECTION 103-A.		
Number and nature of objections	95	25
Comparison with Tikari Estate and Saran settlement	96	25
Office check and final publication : procedure and progress	97	25-26
Settlement of fair rents under section 105, disputes under section 106, and application under section 40 for commutation —		
Number of cases	98	25
Commutation cases	99	25
Objection to commutation	100	25-27
Result of commutation	101	27

SUBJECTS.	PARAS.	PAGE.
Settlement of fair rents	102	27
Cases under section 106	103	27-28
"Consequential relief": Decision of Special Judge	104	28
Reasons for the comparatively light work at these stages	105	28
Delivery of the records to the Collector	106	28

CHAPTER IV.

FINANCIAL RESULTS.

Cost of the operations	107	28-29
Recovery of costs: original apportionment order	108	29
Subsequent modification and the reasons for it	109	29
Computation and recovery of costs	110	29-30
Final statement	111	30

CHAPTER V.

CONCLUSION.

Value of the operations	112	30
Previous grievances of the tenants and their remedies	113	30
Uncertainty of tenure	114	30
Exorbitant cash rents	115	30-31
Oppressive system of appraisal and suggested amendment to section 69	116	31
Value of other entries in the record	117	32
The use of the record by the tenant	118	32
Revision of the record	119	32
Notice of officers	120	32

LIST OF APPENDICES.

A.—Map	i
B.—List of villages in Maksudpur Estate	iii
C-I.—Notifications	iv
C-II.—List of officers engaged	iv-v
D-I.—Milan khasra	v
D-II.—Crop statement	vi
D-III.—List of Agricultural stock	vii
D-IV.—Abstract of record-of-rights	viii
D-V.—Transfer of occupancy rights	ix
D-VI.—103A Classification return	x
D-VII.—106 Classification return	x
E.—Statement I.—Showing total expenditure under different heads	xi
E.—Statement II.—Showing direct and indirect charges and recoveries made	xii
E.—Statement III.—Showing expenditure incurred under different heads and cost rate per square mile under each head compared with normal rate	xii
G.—Report of the Settlement Officer in regard to village Partabpur Sani	xiii to xv
H.—Kabuliyat of mauza Keni	xv
I.—Sample of record of Customary Rights prepared	xvi
J.—Specimen of Zamindari account papers kept in the Estate	xvii to xix

FINAL REPORT
ON THE
SURVEY AND SETTLEMENT OPERATIONS
IN THE
MAKSUDPUR ESTATE IN THE DISTRICT OF GAYA
1900-1904.

CHAPTER I.

GENERAL DESCRIPTION OF THE TRACT UNDER SETTLEMENT, WITH A DISCUSSION
OF THE STATISTICS COMPILED.

1. The area dealt with in this report includes 160 villages, covering 130 square miles, which form the zamindari known locally as the Maksudpur Raj. A map of the district of Gaya, on which the portions of the villages constituting the estate are marked, will be found in Appendix A attached to this report. A statement, Appendix B, is attached thereto showing the area and the number of villages which fall within 11 different parganas. About 50 square miles or less than half the estate form a fairly compact block in parganas Sanauth and Narhat with Maksudpur Khas as its centre, about 9 miles north of the town of Gaya. Another 60 square miles is to be found round and about Rajauli, 40 miles south-east of Gaya, in parganas Pachrukhi and Jarra; this, however, is not a compact block, but is made up of a number of small groups of villages and of isolated villages all situated, however, within a radius of about 10 miles from Rajauli. At Fatehpur, about 20 miles south-east of Gaya, is a compact block of some 10 square miles, within Pargana Maber; and the remainder of the estate consists of small isolated villages or groups of villages in some six parganas in different parts of the district.

2. For the physical features of the Gaya district reference may be made to Mr. Stevenson-Moore's report of similar operations in the Tikari and other estates surveyed and settled in the years 1893 to 1898, and to Dr. Grierson's notes on the Gaya district. Of the Maksudpur villages, the northern group lies in the comparatively flat, well-irrigated and fertile tract which forms the northern half of the district, while most of the other groups are either on the outskirts of or within the southern hilly tract, described by Mr. Stevenson-Moore as "sparsely populated, densely wooded, and indifferently cultivated."

3. Of the rivers that flow through the district, those of most importance, as supplying the facilities for irrigation of villages within this estate, are the Phalgu, the Dhadhar, the Tilaya, and the Dhanarjay. The Phalgu runs along the eastern limit of the large Maksudpur group of villages, above referred to, and supplies a large number of irrigation channels with water. Incidentally, also, it may be noted that it does a good deal of harm to the villages immediately on its banks, as the sand from its broad bed is spread over the adjoining country by the west winds. The Dhadhar runs through the small Fatehpur group, and the Tilaya and Dhanarjay through portions of the Rajauli group of villages, and render

some of these villages, in spite of their being so close to the hill and jungle area, the most easily irrigated and therefore the most valuable in the estate.

4. In the Settlement Records the usual distinction has been made between uplands, described as *bhit* and low or rice lands, described as *dhanhar*. The ordinary local distinctions made are between *kwai*-clay; *balsundri* sand and clay mixed; *pama* similar to the last, but with a large percentage of sand, and *rehra* or *usar*, soil impregnated with carbonate of soda. *Kwai* is the best soil for rice, but is useless or nearly so unless irrigated. The others are cropped as a rule with the rabi cereals and pulses, except *rehra*, on which *kurthi* is practically the only crop worth growing. As might be expected, the Maksudpur group and the few villages north of it within the Jahanabad Subdivision, where the soil is largely *kwai*, together with Rajauli, Fatehpur and Amawan and a few other villages on the southern parganas where the facilities for irrigation are exceptional, are the most fertile portions of the estate. Elsewhere, the absence of such facilities for irrigation, rather than the poorness of the soil, accounts for comparative unfertility.

5. The system of artificial irrigation adopted in the Gaya district has already been fully described by Dr. Grierson and Mr. Stevenson-Moore, and it is therefore unnecessary for me to go into details in the present report. Here, as elsewhere, in Gaya, *pains*, *ahars* and wells are the chief sources of water for irrigation purposes.

Of wells all that need be said is that the majority are temporary, and are used for irrigating crops on the land near the village site, the most important of which are poppy, wheat and sugarcane.

Ahars are either utilised in connection with *pains* or alone. In the latter case they are mere receptacles for rain water and surface drainage, and consist of a tract of comparatively high land enclosed on three sides by an embankment of some 3 to 10 feet in height. Occasionally they are provided with a masonry sluice or *chakkar* which serves the double purpose of a safety valve, to let out the water automatically when it rises to a dangerous level, and of an outlet for running off the water to irrigate the fields. In the smaller *ahars* this is replaced by a pipe, made of the hollowed-out trunk of a palm tree. Such *ahars* are found chiefly in the southern villages where water cannot be brought by means of a *pain* from any river. When used in connection with *pains*, the *ahar* is constructed very much as has been described above, but its main use is as a receptacle for water from the *pain*, the water being stored in the *ahar*, until actually required for irrigation purposes.

The *pain*, which may be small or large and serve one or more villages, takes off from a convenient river. Usually a curve is selected, so as to avoid the risk of having the full force of the river current in time of flood break straight into the *pain*. The take-off is ordinarily some 4 or 5 miles south of the area to be irrigated, the general slope of the country being from south to north; frequently, but not always, a temporary dam or *bandh* is thrown across the river bed to divert water into the *pain*. From the main *pain* branch off distributaries to which the name *tendna* is given. A small *pain* serving a small village is called *khaspain*, a larger one serving two or more villages *darsin*. In the Maksudpur group of villages there is one called the *burki* or large *pain* which takes off from the Phalgu and runs nearly 6 miles north-east, with many large and small distributaries taking off from it, and capable of supplying a large area with water.

Maintenance of such extensive irrigation works depends largely on the landlord. The tenants give their services for throwing up dams and training works, when these are necessary for directing the river water into the *pain*. For the main channel the landlord is responsible and when he neglects his duty as the late Raja of Maksudpur almost invariably did in late years, the irrigation system soon ceases to serve its original purpose. The *pain* and more specially the entrance thereto rapidly silts up and the supply of water is thus entirely cut off or very much restricted.

Distribution of the water from the *pain* into the different distributaries and *ahars* and from them into the different Rights to water. *genras* or blocks of cultivation, depends on certain customary arrangements about which, as a rule, there is very little dispute among the tenants concerned. From the *pains* themselves irrigation is occasionally done by water lifts; but ordinarily, the water is allowed to flow into one of the distributaries, and from that into a smaller channel and finally into the different *kiaris* or plots, by the action of gravitation alone.

6. The district is now well served by railways radiating from the town of Gaya, east, north, west and south-east. The Railway communications. last was only under construction while these operations were going on, but when completed, it will make the south-eastern groups of Maksudpur villages much more accessible.

One or other of the main roads, Gaya to Patna, Gaya to Fatehpur and Roads. Rajauli, Gaya to Nawada, Nawada to Rajauli, run either through or near most of the villages in the estate; and even the more isolated and out-of-the-way villages in parganas Goh and Kutumba are within fairly easy reach of main roads.

7. None of the villages included in the estate can be dignified by the name of town. Rajauli, however, is a large village and is a very important trade centre and market, with a population of some 5,000 souls. It is the centre of the grain trade with the northern portion of Hazaribagh district and of the traffic in various products of the hill country which go from here to the railway at Nawada. It contains a large mosque known as "Sher Shaheb ki Takiya" and also a Nanak Sahi monastery. Hasua and Khidirsarai contain considerable markets in or close to villages of the estate. Ektara, noted for its waterfall (*kakolat*) is the scene of an annual fair which attracts a considerable number of visitors. Fatehpur is a large village containing a police outpost, and the market held there is of some local importance. Maksudpur itself is a small village, and, except for the Raja's house, a massive building with no pretensions to architectural beauty, contains nothing of interest. Miranpur Nadira contains several interesting mosques, which were originally Hindu temples and were converted during the era of Muhammadan supremacy.

8. The population of the villages forming the estate was, in 1901, 31,310 which gives an average of about 240 per square mile. Population. The corresponding figures for the two thanas in which the bulk of the estate lies are Atari, 387 and Rajauli 298. Admitting that the estate contains a considerable percentage of uncultivated and therefore sparsely populated area, it is difficult to explain the very considerable difference between these figures, except by the fact (and fact it undoubtedly is) that the late Raja's treatment of his tenantry during the last ten years of his life, was calculated to drive away from the villages large numbers of tenants, who preferred to give up their ancestral holdings and try their fortunes elsewhere, rather than remain at the mercy of an absolutely irresponsible and unjust landlord, surrounded by the most rapacious and unscrupulous *amlas* and hangers-on. Without a comparison of the village figures for 1891 which I have not been able to obtain, it is impossible to say exactly to what extent their population has decreased during the last decade; but that some decrease has taken place and that it is due largely to the Raja's oppressive conduct is, I think, beyond all question.

Eighty-five per cent. of the population consists of Hindus, of which not a few, more especially of the southern villages, belong to semi-aboriginal castes, such as Bhuiyas, Rajwars, Ghatwals and Musahars. The superior classes of cultivators are drawn from the Brahmans, Babhans, Rajputs and Koiries, while the Ahirs or Goalas, Kurmis and Kahars are partly cultivators and partly labourers.

9. The normal rainfall for the district is about 42 inches, the bulk of which falls during the months of July, August and Rainfall and climate. September. The proportion of the cropped area directly affected by local rainfall is comparatively small, and neither the amount nor the distribution of the fall is so important as in the districts of north Bihar, owing to the extent to which the *pain* and *ahar* system of irrigation prevails.

For eight months in the year the climate is dry, with intensely hot west winds during the summer months; during the rains the natural slope of the ground provides good drainage, and this season of the year is in consequence less damp and enervating than in the greater part of Bengal.

Climate.

10. Nothing was done by the late Raja to help or improve primary education within his estate; no schools were established or even supported by him; whether his successor will do better in this respect or not is doubtful.

Education.

There is an equal absence of any attempts to provide the tenantry with medical aid in the shape of dispensaries.

Dispensaries.

11. In Appendix D attached to this report will be found the following statistical statements giving separate figures for each pargana.

Statistics of cultivation.

Statistical Statements—

- (1) Milan khasra—showing areas cultivated, uncultivated and irrigated, and the distribution of crops under the different harvests.
- (2) Jinswar—crop statement—showing areas under the different crops.
- (3) Fard Hawala or agricultural stock statement.
- (4) Terij Goswara or abstract showing area and rent held under different forms of tenancy.
- (5) Transfer of occupancy rights.

12. As constant reference will necessarily be made when discussing these figures to the different parganas, I give below a statement showing the distribution of the 160 villages comprising the estate over the 11 different parganas in which they lie.

List of parganas.

Pargana.	Number of villages.	Area in square miles.
Goh	2	2
Kutumba	4	2
Ekil	2	1
Bhelmar	1	1
Okri	5	2
Sanaut	48	33
Narhat	22	17
Maher	14	10
Namsi	4	3
Jarraha	21	20
Pachrukhi	37	39
Total	160	30

13. Of the total area of 130 square miles, less than 43 per cent. was under crops at the time the records were prepared. Six per cent. was returned as current fallow, and 26 per cent. as culturable, though not actually cultivated. The remaining 25 per cent., or one quarter of the whole estate, is shown as not available for cultivation. If the detailed parganawar figures are examined, large variations will be noted, but the figures given already are typical for four out of the five parganas in which the bulk of the estate lies. The exception is Pachrukhi where only 10 per cent. of the area is under cultivation, and no less than 55 per cent. not available for cultivation. Pachrukhi lies in and on the margin of the hill and the jungle area, and four of the villages in it are entirely jungle, having been reserved as a "jungle mahal" or shooting preserve for the late Raja.

Comparison of cropped and uncropped area.

14. Of the pargana figures, those for Sanaut may well be looked into in more detail and compared with those for the Tikari Raj area in the same parganas, given in paragraph 149 of Mr. Stevenson-Moore's report. The percentage of area cultivated in the 150 villages of the Tikari Estate which lie in this pargana was 73; for the 48 villages of the Maksudpur Estate it is only 53; the culturable area, including current fallow, in the former was 12 per cent.; on the latter no less than 33 per cent. It is in Sanaut, pargana Sanaut, that the greater part of the large block surrounding Maksudpur Khas lies, an arrea which, as already stated, contains not only some of the most fertile lands to be found in the estate, or indeed in Gaya, but also the relics of an extensive irrigation system.

15. It is in these relics that the explanation for the difference in the figures quoted lies. According to the information gathered, to which reference will be made elsewhere, it was in this area that the Raja's tenants first revolted against the oppressive management of the estate, and by way of punishment the Raja from about 1898-99 ceased to keep up the big irrigation channel known as the "*Barka pain*" as well as other minor irrigation works. The effect of this is particularly noticeable in the figures already given, but is still more noticeable in those for current fallow, which is 13 per cent. for this area as against 6 per cent. for the whole estate— $3\frac{1}{2}$ per cent. for the whole Tikari Estate and barely $1\frac{1}{2}$ per cent. for the Tikari villages in the same pargana. Under the rules laid down in the Survey and Settlement Manual, all land cultivated within 3 years of survey operations is described as current fallow. If, therefore, 3 or 4 per cent. be taken as the ordinary percentage of the land left fallow for the purposes of resting the soil, it may be inferred from these figures that during the years 1899—1901 from 9 to 10 per cent. of the whole area, or approximately one-seventh of the former cultivated area, went out of cultivation for reasons directly or indirectly due to the Raja's conduct. It is unnecessary to dwell further on this point here, but it may be noticed that the figures for pargana Samai, Maher and Narhat suggest similar conclusions.

16. Of the culturable area other than current fallow, old fallow makes up more than one-half, the culturable jungle about a third. In respect of Narhat, the figures are particularly noticeable, no less than one-third of the whole area being classed as old fallow. This too is in the block of villages of which Maksudpur Khas is the centre, and after allowing for lands gone out of cultivation on account of sand blown over them from the Phalgu, and for *tans* lands cultivated only at intervals of several years, there is still a large balance which suggests that it is not merely in the last three years that cultivation has been contracting. Of the jungle area, the greater part is in pargana Pachlakh, with small areas also in Jarrah and Maher.

17. Of the area not available for cultivation, amounting to 25 per cent. of the whole area dealt with, house sites account for 464 acres or about a half per cent.; water including river beds, rivers, tanks, *ahars* and *pains*, occupies $9\frac{1}{2}$ per cent., and the balance, classed in other kinds, 15 per cent. Nearly half of the water area and five-sevenths of other kinds of unculturable lands is to be found in Pachrukhi, with its numerous water courses, its hills and unculturable jungle. If the figures for this pargana (which are in many respects exceptional) are excluded, the percentage of unculturable area to the whole is only 13 per cent., made up of house sites 7 per cent., water 7.5, other kinds 4.8 per cent.

18. Sixty-one per cent. of the cropped area is shown as irrigated, of which well-irrigation accounts for rather less than one-seventh, tanks and *ahars* one-third, and the balance from other sources. This classification is unfortunately somewhat obscure, but by "other sources" is apparently meant the *pain* and *ahar* system in combination, and by "irrigation from tanks and *ahars*" that from *ahars* not supplied by *pains*. The figures, however, are probably not to be relied on, as differentiating accurately between these two systems, and for practical purposes, the distinction should be merely between wells and *ahars*, whether fed by channels

from the rivers or not. The pargana figures show considerable variations, the percentage varying from 19 in the small area in Goh to 87 in the rather larger area in Okri. For the parganas in which the bulk of the estate lies, the figures are—69 per cent. Sanaut, 40 per cent. Narhat, 66 per cent. Maher, 61 per cent. Jarrah, and 59 per cent. Pachrukhi. Of these, it may be noted that Narhat is less favourably situated in respect of rivers, from which irrigation systems can be started. For the Tikari area in Sanaut the corresponding figure was 66 per cent., and for Maher only 23 per cent.: but the latter figure can hardly be compared with the corresponding figure for this estate, as the few villages of the latter, which fall within this pargana, are exceptionally well situated in respect of facilities for irrigation, and the pargana generally contains a very large percentage of irrigable *tanr* lands.

19. Of the crops which benefit by irrigation, rice is by far the most important, accounting as it does for two-thirds of the irrigated area; seven-eighths of the whole area under rice is returned as irrigated; 912 acres of wheat, out of 2,310 grown with that crop, are irrigated; and about 4,600 acres of other cereals, pulses and food-crops. Nearly 2,000 acres under non-food crops benefit by irrigation, and this no doubt includes practically the whole of the 1,500 acres which are shown as under sugar and popy cultivation.

20. The distribution of the crops among the different harvests and the extent of twice-cropped area are as follows:—

Harvests.					
<i>Bhadoi</i> ...	...	...	...	...	12
<i>Aghani</i> ...	...	...	...	...	54
<i>Rabi</i> ...	...	...	...	...	49
					— 115
Twice-cropped	...	...	...	...	15
					— 15
					100
					— 100

Here again the pargana figures show remarkable differences; but, except in the case of the larger parganas, these require little consideration. For Sanaut, Narhat, Maher, Jarra and Pachrukhi, those in which the bulk of the estate lies, the details are:—

	<i>Bhadoi</i>	<i>Aghani</i>	<i>Rabi</i>	Twice cropped.	Irrigated.*
Sanaut	7	57	43	7	69
Narhat	9	40	60	9	40
Maher	11	56	52	19	66
Jarra	16	53	52	21	61
Pachrukhi	23	56	39	18	59

The percentage of area under *aghani* crops varies fairly regularly with the irrigated area, as might be expected; but there is little or no correspondence between the figures for the different harvests which might explain the large differences in the percentage of twice-cropped area. In the three southern parganas the fact that gram and *khesari* are grown largely on the rice lands, after that crop is reaped, probably accounts for the comparatively larger percentage of area twice-cropped, and in two of them the large crops of *makai* and *marua* grown on the lands just below the hills explain the importance of the Autumn harvest. In Narhat minor *rabi* crops are grown extensively on the unirrigated *tanr* lands.

21. Coming now to the actual crops grown, rice with 47 per cent., and other food-grains 33 per cent., of which one-third is gram and such crops as *rahar*, peas, *khesari* the most important of the balance, bulk largely. Barley and wheat in equal proportions account for another 13 per cent., and *marua* and maize for 5 per cent. and 4 per cent. each. Of the whole cultivated area, 93 per cent. is under food-crops and only 7 per cent. under non-food crops, of which sugarcane, opium and oil seeds account for almost equal proportions.

Of the pargana figures, a few may be noted as bearing on what has been already said with regard to the distribution of crops under the various harvests. In Narhat, for instance, apart from, rice, gram with 16 per cent. and wheat 11 per cent. are the most important crops: in Pachrukhi and Jarrah maize and *marua* cover 18 per cent. and 13 per cent., respectively, of the net cropped area, and in the latter too gram with 13 per cent. bulks largely. In Sanaut, on the other hand, the chief *bhadoi* crops of maize and *marua* cover less than 5 per cent. of the area. Of the non-food crops, sugarcane figures most largely in Sanaut and Maher, opium in Sanaut and Pachrukhi, and oil seeds in Pachrukhi and Jarrah.

22. The number of bulls and bullocks and of male buffaloes registered in the estate during the preliminary record-writing was, respectively, 7,124 and 2,466. Allowing a pair of animals for each of the carts, and a reasonable number of bulls reserved solely for breeding purposes, barely a pair of bullocks or buffaloes is left for each of the 3,908 ploughs, as compared with the 3 bullocks per plough found in the Tikari Estates. On the other hand, however, there is one plough for every 9 acres of cultivation, as compared with one for every $13\frac{1}{2}$ acres in Tikari. It is unlikely, however, as already noted, that the area recorded in 1901 as under cultivation is the normal area, or that the number of plough-cattle decreased proportionately with the contraction of the cultivated area, which resulted from the disputes between the Raja and his tenants. In considering these figures, too, it may well be borne in mind that in a great part of the area the average cultivator is not above using cows to help him out with his ploughing. Cows and cow buffaloes with calves total up to 11,646, or nearly 90 to the square mile, sheep to 1,142 and goats 3,773; and, taking all kinds of agricultural stock together, the total 28,395 falls not very far short of the human population of the estate, a somewhat extraordinary fact, but readily explained by the large areas of *tanr*, hill, and jungle lands suitable only for pasturage.

23. The area dealt with being 130 square miles comprised in 12,863 holdings and 122,767 plots, the average sizes of villages, holdings and plots are, respectively, 522 acres, $6\frac{1}{2}$ acres and two-thirds of an acre. The corresponding figures of the Tikari Estate are slightly lower all round, the explanation for which is mainly that the percentage of uncultivated and unculturable area is larger in Maksudpur. In the statement given below the most important of the figures given in the detailed "Terij Goshwara" (statement IV in Appendix D) are abstracted:—

Statistics of holdings and rent.

Serial No.	Status.	TENANCIES.		AREA.			Percentage to total receipt Gairmasrui and Kaisar-i-Hind.	Average size of holdings in acres.	REMARKS.
		Total.	Percentage to total holding except Gairmasrui and Kaisar-i-Hind.	Nagai.	Bhooli.	Total.			
1	Sirat	53	45	.....	.....	402	46	7.58	
2	Bakusht	71	61	.....	.....	330	39	4.51	
3	Bukshik Thikadar	37	33	.....	.....	78	9	2.13	
4	Sharah Mosian	10,008	92.83	8,923	29,743	39,566	95.18	3.61	
5	Kaimi	244	208	234	423	667	1.58	2.09	
6	Gairdakhlikhar	441	373	.....	.....	536	1.29	1.21	
7	Total occupied area	11,814	100	.....	.....	41,569	100	3.51	
8	Kaisar-i-Hind	47	38	.....	.....	311	37	3.7	
9	Gairmasrui	678	5.76	.....	.....	41,704	49.89	49.89	
	Total unoccupied area	719	.....	.....	.....	42,015	.....	.....
	GRAND TOTAL	12,533	.....	.....	.....	83,584	.....	.....
10	Under riyats	380	2.80	34	105	139	1.18	42	

24. Of the total area, rather less than half is described in the above as falling under the heading "occupied area;" rather more than half is unoccupied, of which 311 acres have been recorded on 37 *khatians* made out in the name "Kaisar-i-Hind"

Occupied and unoccupied area.

and represents the area occupied by District Board roads and sites occupied by other public works and buildings. Just half the total area has been recorded as uncultivated land appertaining to the proprietor or tenure-holder in some 672 parcels.

25. 11,814 khatians were prepared for occupied lands. Of these, 53 were for lands cultivated by the proprietor and 71 for similar lands cultivated by tenure-holders, the area so held being 732 acres, or less than 2 per cent. of the whole occupied area. A small area, 79 acres, is recorded as held by tenants entitled to hold at a fixed rent or rate of rent, 244 non-occupancy raiyats hold an average of $2\frac{3}{4}$ acres each, and 441 tenants held $1\frac{1}{2}$ acres each without payment of rent. The balance of the khatians, 93 per cent., are for tenants with rights of occupancy, who hold in all 95 per cent. of the occupied area, their holdings averaging rather more than $3\frac{1}{2}$ acres.

26. The absence of any *zirat* lands is noticeable, and, in dealing with the history of the present operations, the reasons adopted for rejecting the Raja's claims, preferred in practically every village, to *khud kasht* or *zirat* will be dealt with. As the figures for *bakasht* lands show there is very little land in the actual cultivating possession of the Raja or his *thikadars* and this fact alone would have militated against the extensive claims to *khud kasht*, even had they been otherwise tenable.

27. That the number of tenancies found to be held at fixed rates is few and their area small is also not to be wondered at, considering the history of the estate. Rent-free holders figure rather more largely, but, as the small average size shows, they are largely petty grants to retainers for either past or future services.

28. In the large number of holdings and large area recorded as held with rights of occupancy there is matter for congratulation. But it must always be borne in mind that the non-occupancy tenants are those most likely to desert an estate or a village in which they do not receive fair treatment from the landlord. It would be misleading, therefore, to contrast these figures with those for the Tikari Estate, and to infer that in Maksudpur the tenants were better off than in Tikari in respect of possession of rights of occupancy. In the southern villages more specially there must, till quite lately, have been numbers of recent settlers, many of whom would have been recorded as non-occupancy raiyats, and under normal circumstances we might well have anticipated that at least as large if not a larger percentage of the settled area in this estate would have been found in the possession of non-occupancy raiyats, as in the adjoining estate of Tikari where the normal conditions approximate very closely to those of Maksudpur.

29. The incidence of cash rent on the area held by the different classes of tenants (excluding area held on produce rent) is for tenants at fixed rates Re. 1-7-8, occupancy tenants Rs. 5-11-8 and non-occupancy tenants Rs. 2-1-6. It is hardly necessary to discuss the first and third of these figures, as the number of tenants is so small and the area held on cash rent by the latter is only a small percentage of the total area of the holdings. As regards the incidence of cash rent in the case of occupancy raiyats, the description of the difficulties experienced in attesting cash rents given in a later chapter will explain what relation the rents attested bear to the rents claimed. Here I would only draw attention to the fact that, even the rate attested is very much in excess of that recorded in the Tikari Estates, where the average incidence was only Rs. 4-6, and only slightly less than in the Belkhara Mehal, which admittedly contains a large quantity of the most fertile land in the district. Even of the Tikari rates Mr. Stevenson-Moore wrote in 1898 that "they are high, but are paid in only a small portion of the village land, and that the best. I doubt whether the lands generally could bear so high an all-round rate." Of Maksudpur, it can be said

that only a quarter of the land held by occupancy tenants pays at the high rate, the remainder being held on produce rent, but that the cash-paying lands are the best in the village cannot be maintained. Some of them, no doubt, are those near the village site within reach not only of irrigation but of manure, but among them are inferior rice lands producing a comparatively scanty outturn of autumn rice, and stretches of highlands yielding only the cheapest cereals and pulses, and these only in very small quantities.

30. As regards the percentage of the area held by them for which produce rents are paid by occupancy tenants, I would only note that it is practically the same as in the Tikari estate (76 per cent. as against 74 per cent.), and this fact suggests that in the attitude taken up by us in deciding the very difficult disputes raised during attestation as to the area held on cash and produce rent, which is described elsewhere in this report, we have not gone very far astray. It is worthy of note also that the variations from these proportions (one quarter cash, three quarters produce) are very slight, except in the southern paragana Pachrukhi, where the large percentage of jungle cultivation accounts, not only for the larger percentage of area held on cash rent, but also for the comparatively lower rate of cash rent, Rs. 4-13-4 per acre. Even this, however, is an extraordinarily high rate of rent for the class of land found in this area.

31. Of under-raiyats there are very few, and their holdings average less than half-an-acre, of which some three-fourths is held on produce rent. The incidence of cash rent is Rs. 2-6-6, rather more than that paid by non-occupancy tenants. Under-raiyats in this area are mere tenants-at-will. The majority of them are probably *kamias* or bondsmen of the bigger raiyats under whom they hold.

32. The last of the series of statistical statements compiled is for transfers of occupancy rights. It is elsewhere noted that the Raja denied all rights of transfer by sale,* and it might be anticipated from the general uncertainty as to tenure in the estate that mortgages would not be numerous. The figures collected show that very few transfers have taken place, only 190 in all, and the area so transferred was only 125 acres or barely one quarter per cent. of the whole settled area. The average rates for sale and mortgage are comparatively high, Rs. 52 and Rs. 49, respectively; but little can be inferred from them, derived, as they are, from the figures for so small a number of transactions.

CHAPTER II.

FISCAL AND GENERAL HISTORY.

33. The Maksudpur Estate is an offshoot of the Tikari Raj, for the history of which reference may be made to Mr. Stevenson-Moore's report on the survey and settlement operations of that estate (page 12, paragraph 34).

34. The late Raja was the direct descendant of Fateh Narayan Singh, elder brother of Buniad Singh, both being nephews of Sundra Singh, the first Raja, and grandsons of Dhir Singh, the founder of the estate. Fateh Singh apparently inherited from his father a small estate, mainly in pargana Pachrukhi, his share of the ancestral property and the additions thereto made by Dhir Singh. To the younger brother, Buniad, went the very much larger estates acquired by Sundra Singh thanks to the position he gained by the support of Ali Verdi Khan, Subadar of Bengal and Bihar. Fateh Singh was succeeded by Pitambar Singh who sued, unsuccessfully, his cousin Mitrajit Singh, the first Maharaja of Tikari, for the whole Tikari property. His title of Raja, and with it some 26 rent-free villages in pargana Sanaut, are said to have been granted to him in consideration for the help given by him against Kasim Ali. The title of Raja was continued to his son, Todal Narain Singh, who succeeded to the estate in 1845, and died in 1856, leaving a daughter who had married Gajadhar Prasad Narain Singh of the Chainpur family in the Saran district. Their son, the late Raja Ramesvar Prasad Narayan Singh, attained his majority

in 1859. In 1891 he was made a Raja, and he died in December 1902. The succession to the estate was disputed between his brother, Chandresvar Prasad Narayan Singh of Chainpur, Saran, and his widow. A civil suit was instituted by Babu Chandresar Prasad Narain Singh, claiming succession to the estate, and was decided by the District Judge of Patna under judgment, dated 13th June 1905, and upheld on appeal by the High Court. By this decision all immovable properties in possession of the late Raja have passed to Babu Chandresar Prasad Narain Singh excepting those which were acquired by the late Raja during the period 17th December 1884 to 2nd December 1902.

35. In Appendix B a list of the villages dealt with during these operations and the extent of the Raja's interest in them are given. In 52 villages he had a 16-anna interest as proprietor, in 40 others as mukararidar and in 9 as a revenue-free holder. One village he held as a temporary tenure-holder or *kathinadar*, and in 58 villages he had a fractional share of the proprietary interest. Of these 160 villages, 20 again had been leased out permanently by the Raja, and one other temporarily.

36. It will be convenient at this point to give some account of the state of affairs in this area which led to these operations being undertaken, with a view to settle once for all the serious disputes existing between the Raja and his tenantry, which the notification authorising the operations stated to be the object of them. The immediate reason for the Government order was a comprehensive and strongly-worded report, dated the 26th January 1900, in which Mr. Oldham, the then Collector, described the oppressive conduct and mismanagement of the Raja, and the pitiable state to which many of the tenants had thereby been reduced. As this will presumably be published* as an appendix to the present report, it is not necessary for me to cover the same ground again here. Instead of doing so, I will note briefly the nature and origin of the different causes of dispute, as gathered from the Collector's report or elicited in the course of our work. It may be presumed that the Raja was in an absolutely unsound financial position, and that his immediate object in resorting to the various forms of oppression employed was to raise money: at the same time it will be sufficiently obvious that his conduct was that of a mad man, as the result of his action could only be to alienate the sympathies of a large proportion of his tenants and ultimately to ruin the estate.

37. As far as could be ascertained, the Raja was content until about 1888 to draw a regular fixed income from the bulk of estates through *thikadars*, but from that time onwards he gradually took the management of his estates into his own hands. In 1889-90 the Collector reported that he was on bad terms with his tenantry, but did not state whether he or the tenants were to blame. During the next two years friction was less obvious, and the large donations made by him to the Lady Dufferin and other charitable funds about this time apparently led to his being made a Raja in 1891. From 1893 onwards, however, reports of oppressive conduct on his part were regularly made, and gradually these reports became more definite. Over-assessment of produce rents, frequent enhancement of cash rents and imposition of fines are given as the reasons for the complaints made against him.

38. Looking at the facts as then reported and as disclosed during the settlement proceedings, the line adopted by the Raja from the time that he took over the *khas* management appears to have been something as follows:—

(1). The area formerly held by tenants on a comparatively low cash rent was reduced. This is proved for many villages by a comparison of the road cess returns (*teishkhana*) filed about 1880 with the Raja's rent papers for the years after 1890. There is no doubt that his idea in converting cash into produce rents was that the tenant bestows all or most of his attention on his "*nagdi*" fields, and that, therefore, the less *nagdi* land the tenant has, the better chance the landlord has of getting a good return from the *bhaoli* fields. In Tikari, and elsewhere

* Not published.

in the district, a tenant usually has at least a small portion of his rice lands on cash rent, but in Maksudpur this was found to be the exception.

(2). The second step, the reasons for which are practically the same as for the first step, was to fix exorbitantly high cash rates for crops like sugarcane, which must almost necessarily be grown on rice lands, but in the case of which the "*danabandi*" system, if it worked at all, would probably work in the tenant's favour. For such lands, therefore, he demanded rents at rates ranging from Rs. 14 to Rs. 25 per local bigha, as against the ordinary district rates of from Rs. 6 to Rs. 10. Further, however, he declined to allow sugarcane to be grown on any land without his express permission, and tenants who did so were liable to heavy fines or to have their crop destroyed by the Raja's elephants or carted away to feed them. A definite instance of such action is quoted by Mr. Oldham, and that such was his practice is stated by nearly all his tenants.

(3) The third step was the carving out of proprietor's private lands, or *khud kasht*. The tenants were compelled in many villages to cultivate for the Raja's sole benefit a block or blocks of the finest lands in the village. During *khanapuri* and attestation claims were made for the record of such lands as *khud kasht* or *zirat*, but it was invariably found that the lands had always been part of the tenant's occupancy holdings, that these tenants had regularly paid rent, cash or produce, for them until the time they were arbitrarily declared to be *khud kasht*, and that, though since that date the Raja had done his best, and in most cases successfully, to take the entire crop grown by tenants on such lands, the latter were entitled to have them recorded as part of their ordinary holdings.

(4) Besides reducing their cash rent paying areas, the Raja proceeded to enhance the rates at which cash rent was to be paid for the little land still left to the tenants. This is particularly noticeable in the area immediately round Maksudpur, where in almost all villages the rates were illegally enhanced about 1298 Fasli (1890-91), again five years later in 1895-96, and yet again in 1898-99. As to this point, further details will be given when dealing with the subject of attestation of rents.

(5) Resumption of rent-free tenancies was a further means of increasing the Raja's rent-roll. Almost every village dealt with contained some instance of old standing rent-free tenures being assessed to rent, either after the ejection of the holder or on a forced transfer of the holder's rights. Most of the areas affected were petty, but in one typical case, when the holder happened to be a woman, an area of some 20 acres of land was concerned. The history of this case as reported at attestation was that the holder, one Musammat Idan, who had a valid *sanad* dated 1865 for 33 bighas of land in the village of Maksudpur had sublet this area to several tenants. In 1898 the Raja got one Bhukoh Sahu, who had no interest in the property, to execute a sale deed in his favour, and he then proceeded to oust the Musammat's tenants, who were also his own tenants in respect of other lands in the village. The Musammat could not afford to fight the Raja in the Civil Court, and though at attestation her right to hold these lands free of rent was recorded, it is doubtful whether she will succeed in getting possession of them again.

(6) Last in the list of direct measures to increase his rent-roll comes over-appraisal of crops, which was probably more of a grievance to the tenants generally than anything else, and the chief reason why at attestation they almost invariably claimed to hold at cash rents a much larger area than they were really entitled to hold. The *bhaoli* or *danabandi* system of produce rents is described elsewhere, and I would only note here in the first place that the Raja claimed and established that his share of the crop was 9 annas instead of the ordinary 8 annas. I have been unable to ascertain when this custom, which is at variance with that usual in most other zamindaris in Gaya, was introduced, but it was sufficiently proved that it had been established years ago. A translation of an *ekrarnama* or agreement, attested by the tenants of village Keni, which is given in Appendix H, contains an admission that the highest outturn of

The Keni agreement.

rice for a bigha (rather more than half-an-acre) was 40 maunds, and the lowest 15 maunds. Similar agreements were signed for other villages, and it is to these rates that the assessors of the crop were universally supposed to work up, impossible though they obviously are. The assessor (*salis*) was almost invariably a servant of the Raja's, and, whatever the appraisal might be, it is obvious that in the majority of cases it would be very much in the landlord's favour. That over-assessment was usual is proved by the number of applications made to the Collector for assessment, as well as by the figures quoted by Mr. Oldham (Appendix H of his report). According to these the average assessed produce was 9 maunds per bigha for some 1,600 bighas of rice lands in half-a-dozen villages, as compared with the minimum of 16 maunds as stated in the *ekrarnama*. The incidental charges and cesses were also oppressive.

Charges and cesses.

Besides the 200 sheaves of *newari*, the four baskets of *bhusa* and four bundles of straw, which were leviable for each plough, the tenant had to pay a cash cess called *chuhakhori* as a provision against damage inflicted to the grain in the landlord's granaries by rats.

Chuhakhori.

When the tenant paid the value of the landlord's share of the crop, as frequently was the case, in cash, the landlord was entitled to an allowance of 4 seers in the maund on the market price. Thus if the market price was Rs. 2 per maund, the tenant paid at the rate of Rs. 2 for every 36 seers due from him. This cess was known as *nirik ghati*.

Nirik ghati.

Again for all arrears of produce rent, cash payment at absurdly high rates, usually double the market value of the crop, and interest at 25 per cent were charged.

• 39. To the above list of the means the Raja took to enhance the rent-roll must be added a further list of some of the methods

Methods of the Raja.

he employed to compel compliance with his extraordinary and extortionate demands. I have already mentioned the destruction or looting of unlicensed sugarcane crops, and for unroofing of houses and destruction of villages wholesale, I would invite reference to Mr. Oldham's full report, in which specific instances are given from his own personal observation.

Less obvious, but equally effective, methods were the ejection of turbulent and troublesome tenants from his villages.

Ejection of tenants.

Men who objected to the conversion of part of their holdings into *khud khast* to the over-assessment of their *bhaoli* crops, and to the enhancement of their cash rents, were ejected from their holdings by fraud or violence. Even during the currency of our operations a large number of fraudulent *istifas* or deeds of surrender were filed in the Munsif's Court, of which the actual tenants concerned knew absolutely nothing. In other cases the lands were settled with some other tenant, or a Raj servant, and in securing possession usually through the criminal courts, the latter had the financial support of the Raja. The Raja persistently denied that any of his tenants were entitled to be considered occupancy raiyats, and, even where a tenant was not actually ousted from his holdings, the Raja's rent papers ignore him for a year or two with a view to making a subsequent claim to hold as an occupancy raiyat liable to fail. In a number of commutation cases under section 40 disposed of several years ago, this dodge was apparently successful, as the applications of the tenants were rejected on the ground that they were not occupancy raiyats, though at attestation it was satisfactorily proved that these tenants had held their lands for generations.

A glaring instance in village Selimpur may be quoted. Up till 1303,

Instance of ejection in Selimpur. Tabarak and Salamat had, as is proved by rent receipts, judgments, and decrees of Civil Courts, &c., large raiyati holdings in this village. In 1304 they refused to agree to enhanced rents, and the lands were promptly settled with new tenants. A criminal case followed between the old and the new tenants, and the latter, backed by the Raja, were successful, thus completing the dispossession of Tabarak and Salamat.

• Delay in making or completing the appraisal of the crop was another favourite method of putting pressure on the tenants to agree to the landlord's exorbitant demands and to reduce them to a state of compliance. In Mr. Oldham's report, several

Delay in appraisal.

references will be found to specific cases, where the crop was actually rotting on the ground, the landlord refusing to appraise and the tenant not daring to harvest the crop before appraisal. Even while survey and settlement operations were going on, the same kind of thing was noticed by myself and the Assistant Settlement Officers employed in different parts of the estate. The tenants were practically helpless in such cases. They could and did on many occasions apply to the Collector to depute an officer to appraise the crop. But it frequently happened that no officer could be spared at once to do so, and rather than lose the whole of the crops, the tenants had to submit to the Raja's demands.

As noticed elsewhere, the revolt of the tenants in the northern or Maksudpur block led to the neglect of the irrigation system. This revolt dates, I think, from 1306-07 (1899) only, when the Raja endeavoured to force the tenants in almost all these villages to execute kabuliyats in which they agreed to pay a high all-round cash rate, usually from Rs. 15 to Rs. 20 per bigha, in lieu of paying cash rent for some land and produce rents for others. A translation of a kabuliyat actually executed by some tenants of one village Sikandarpur Masadh is quoted as Appendix E of Mr. Oldham's report, and this is only one of many that were executed in 1899. I noted when inspecting khanapuri in November 1901 in Dihuri and other villages south-east of Maksudpur that owing to the tenants refusing to execute a similar agreement no water was allowed to pass along the "Barka Pain" beyond Maksudpur itself, with the result that a large area had gone out of cultivation during the previous two years. There had been numerous criminal cases between the tenants and the Raja's servants in the interior, and things were then in such a state that no Raj official had the courage to appear in the village to look after the Raja's interest during khanapuri.

40., A special report which I submitted in 1901 a copy of which is attached (Appendix G), illustrates the way in which the Raja dealt with the tenants of the estate Partabpur Sani estate. Partabpur Sani. This estate was settled as a khas mahal by Mr. Stevenson-Moore in 1895-97, and subsequently (in 1898) sold to the Raja in pursuance of the general policy of disposing of all detached petty Government estates. The conversion of cash rents, only just settled, into *bhaoli*, followed by the removal from the village of any tenants who objected, was thoroughly in accordance with the line of action pursued by the Raja elsewhere in his estates. That he should have dared openly to defy the law and violate the terms of the agreement made by him with Government in regard to this village suggests, at any rate, that his treatment of tenants generally was not likely to be influenced very much by any consideration either for law or for the welfare of his tenants.

41. Nor were the labouring classes in his estate much better off than the cultivators. The *begar* or *kamia* system of forced labour is almost universal in Gaya, but it is doubtful whether any other landlord exacts so much for so little. A case is quoted, for the accuracy of which Babu Bhupendra Nath Gupta vouches. On the occasion of the marriage ceremonies of the late Raja's daughter, crowds of *begars* were brought to do various menial services at Maksudpur from all parts of the estate, at distances ranging up to 50 miles, and were expected to support themselves during their journey to and from Maksudpur and the seven days they were kept there on the handsome allowance of $\frac{1}{2}$ anna per diem. The numerous *kahars* who carried the *palkis* of the Raj gomasthas and other servants were paid nothing, the resident tenants of Maksudpur and the neighbouring villages being allowed the honour of entertaining them.

42. Of the Raja's officials, it may be said that most, if not all, were as bad as their master. I exclude, however, the so-called Managers, who were mere figure-heads with no powers. The Naib, or Assistant Manager, of the southern or Rajauli groups of villages, one Ganaur Singh, has a local reputation, possibly even worse than the Raja's; the subordinates generally were drawn from the lowest strata of society, and were allowed almost unlimited powers in their dealings

with the tenantry. As an instance of the class of men employed, I may mention the selection by the Raja of an ex-kanungo, dismissed for bribery and corruption while serving in that capacity in the Darbhanga Settlement, as his Superintendent of Survey and Settlement. This man, as so many others did, found the Raja a bad pay master and transferred his services to the fighting village of Amawan.

43. At this stage it would be proper to give some account of the assets of the estate and the net revenue normally accruing to the Raja therefrom. According to the goshwara figures, the cash rent attested amounts to approximately Rs. 56,900, and the area held on produce rent is 31,166 acres. The average incidence of cash rent is more than Rs. 6, and to take Rs. 6 as the average annual value of the landlord's share of the produce would not, therefore, be to err on the side of over-estimating it. On this calculation the gross annual rent-roll of the estate is approximately Rs. 2,46,000. Other assets are approximately Rs. 12,000, the proceeds of lands in cultivating possession of landlord and tenure-holders, and if we allow for miscellaneous sources of income, such as *sairat* and market dues, 2½ lakhs may be taken as the approximate gross annual value of the area dealt with. These figures, however, cover the whole area actually surveyed and settled, whereas the late Raja owned a share only in a number of villages and had leased out temporarily or in perpetuity a number of others.

The actual cash rent recorded as receivable by the Raja from tenants is Rs. 33,938, and the area for which produce rents are payable to him is 22,614 acres. To be added to this is the sum of Rs. 10,831 receivable from tenure-holders, permanent or temporary. The assets of the Maksudpur Raja therefore are:—

	Rs.
Rents from tenure-holders	10,831
Rents from tenants	33,938
Average annual value of produce rents at 6 Rs. per acre ...	1,35,684
Total ...	1,80,453

It may be noted here that the gross assets of the estate, assuming that the villages leased out were still under direct management, would, on the figures compiled, amount to Rs. 1,95,576; the difference between this and the previous figure, Rs. 15,123, represents the assets of the tenure-holders, who apparently therefore pay the estate rather more than two-thirds of what they receive.

44. The revenue payable by the Raj estate to Government amounts to Rs. 14,204, and the rent payable for the villages held in mukarrari from the Tikari Raj (7 annas) and others to Rs. 20,762.

45. The net profits from the estate amount, therefore, to Rs. 1,45,487, or, if we include profits from markets, etc., about 1½ lakhs.

46. These figures, it must, however, be borne in mind, are based on the settlement record, on rents attested at very much less than those that the Raja claimed, and on a much more moderate valuation of produce rents than was usual under his *regimé*. Moreover, as already pointed out, there is evidence to show that a considerable area of land has gone out of cultivation in recent years. His annual demand must therefore have been well over 2 lakhs of rupees. What his collections were it is impossible to say, but it may, I think, be assumed that until the two or three years immediately preceding survey operations, they must have approximated to 2 lakhs per annum. That under these circumstances, he died a debtor to the extent of some 12 lakhs or more can only be accounted for by his extravagant habits, and by the fact that his system of management, or rather of mismanagement, involved infinite possibilities of loot, of which subordinates made good use.

47. The figures given, however, are enough to indicate that, under proper management, even this enormous debt could be got rid of in time, and the estate could become once more a valuable property. Unfortunately not only is the

question of succession likely to result in extended and expensive litigation, but the Rani now in possession shows but little signs of attempting to improve on the past.

48. My direct connection with the estate and the district ceased when the recovery operations were completed in July 1904. The Assistant Settlement Officer, Babu Bhupendra Nath Gupta, reported then that the Rani was still endeavouring to collect rents according to the discredited papers prepared at the Raja's time, in spite of the efforts of Mr. Christian, the nominal Manager, to act upon the settlement papers, at any rate in the Maksudpur group of villages. No less than 62 villages had been by that time leased out, for short periods, generally of two years, to such men as Punit Singh, brother of the ill-famed Ganaur Singh, Naib, Raj Kumar Singh, a relative of the late Raja, and Harbans Sahai, a late Tahsildar. The village Partabpur Sani, the former Government estate, to which reference has been made, had, in the short time which had elapsed since final publication, gone through a new settlement at higher rents than those recorded and in many instances with new tenants. In Degaon the tenants were sued *en masse*, and in consideration of a remission of two years' arrears, agreed to higher rents than those attested. This, however, was, so far as I know, an isolated case. The Courts on other cases which have come before them have given decrees on the rents entered in the record. The fate of the villages let out on short leases can well be imagined unless the tenants combine and resist the illegal demands of the thikadars. In the Maksudpur block and in Amawan in the south, the tenants are more inclined to stand up for their rights. The keenness of the tenants in this area to pay their share of the costs and get their copy of the khatian suggests that they realise to some extent that the finally published record is their weapon of offence and defence against the landlord.

CHAPTER III.

ACCOUNT OF THE PRESENT OPERATIONS: PRACTICE AND PROCEDURE.

49. The reasons for the inception of the present operations have been given at some length in the preceding Chapter: they were eventually authorised by a notification (No. 3225L.R.) under section 101 (2) (b) of the Tenancy Act, dated 15th September 1900. The list of villages given in the notification was subsequently modified by notifications published on different dates, details of which will be found in Appendix C-I.

50. Supervision of the work was originally entrusted to Mr. J. H. Kerr, in addition to his own duties as Settlement Officer, North Bihar, and the first year's work was carried out under his control. In November 1901, I was put in charge of these as well as other minor operations in the South Bihar districts, as Settlement Officer, South Bihar, and I continued to control them until their completion in June 1904. Babu Bhupendra Nath Gupta was in subordinate charge throughout. The names of other officers employed and the periods of their employment are given in Appendix C-II to this report.

51. The original programme provided for carrying through the work as expeditiously as possible in view of the reason for which it was undertaken, and Mr. P. C. Lyon in May 1900 expressed a hope that everything would be completed by March 1903. The various reasons for the failure to work up to the programme will be apparent from a perusal of subsequent paragraphs of this Chapter dealing with the difficulties which attended the various stages of the work, but it may be noted here that except for recovery the operations were practically completed by June 1903, only three months' later than the date originally fixed. The arrangements made for the work were that traverse survey only should be done by professional agency, cadastral survey and all subsequent stages being done by the Settlement Department.

TRAVERSE SURVEY.

52. The traverse survey of 158 villages out of the 160 comprised in the estate was carried out in the field season of 1900-01 under the supervision of Captain Mears, I.A.; the remaining two villages were completed in the following season by the Settlement staff, working on the data provided in the maps of the adjoining villages which had already been traversed. The work was necessarily tedious, as correct information as to what villages belonged to the estate had to be ascertained from various sources by the Survey and Settlement Staff. The estate amlas either could not or would not give any assistance. Several villages not belonging to the estate were traversed before the mistake was discovered, and the two omitted from the season's programme were overlooked for similar reasons. No attempt was made to connect up the work done in the scattered blocks and isolated villages by connecting traverse lines, each village or block being plotted in its own magnetic bearing. The work was done well and quickly, plots being supplied to the Settlement Department for cadastral work as they were ready. The expenditure incurred was Rs. 5,141, which gives a cost rate of Rs. 39-5-9 per square mile.

CADASTRAL SURVEY AND PRELIMINARY RECORD-WRITING.

53. The following statement shows the progress made with this branch of the work during seasons 1900-01 and 1901-02:—

Year.	Number of villages.	Number of sheets.	Number of plots.	Area in square miles.	Road plan partial by revenue officer.		Independent partial by revenue officer.		Check lines run by Inspector.		Number of villages inspected by Revenue Officer.	Number of amlas inspected by Revenue Officer.	REMARKS.
					Number.	Length.	Number.	Length.	Number.	Length.			
1900-1901	94	166	86,291	80'20	148	3,387'02	401	10,182'64	876	13,444'83	109	191	
1901-1902	66	96	86,476	50'40	24	781'26	146	6,069'59	368	6,452'58	81	76	
Total	160	262	122,767	130'60	167	4,119'17	549	16,248'03	600	19,894'11	280	268	

54. The staff employed in 1900-01 consisted of 60 Amins and 5 Inspectors, and in the following year of 40 Amins and 4 Inspectors, with in both years a Head Inspector. The Revenue Officers employed in the former year were Babu Bhupendra Nath Gupta and Mr. S. S. Dey, assisted by two Kanungoes, and in the latter Babus Bhupendra Nath Gupta and Jagdish Charan Lahiri with one Kanungo. The same staff of course, supervised preliminary record-writing also. The amount of inspection and check work done by these officers and the Inspectors was considerably more than the minimum prescribed, and on the whole the work proved very good. In the big village Rajauli the 64-inch-to-the-mile work was unsatisfactory, mainly because at the time it was done the village was practically deserted on account of plague.

55. Khanapuri or preliminary record-writing followed at once on cadastral survey, the work being entrusted to the same staff under the same supervision. The progress made in the different seasons, the amount of inspection done, and the number of internal disputes decided by the Revenue officers is given in the following statement:—

Year.	Number of villages.	Number of plots.	Area in square miles.	Plots tested by Revenue Officers.	Plots tested by Inspectors.	Internal disputes filed.	Internal disputes decided at Khanapuri.		
							Settlement Officer and Assistant Settlement Officer.	Khanapuri Kanungo.	Total.
1900-01	94	86,291	80'20	2,352	...	5,385	975	4,06	5,02942
1901-02	66	86,476	50'40	1,035	...	1,574	574	528	1,10
Total	160	122,767	130'60	3,387	...	6,959	1,549	4,582	6,131

56. In the first season considerable difficulty and delay was caused by the irregularity in the supply of traverse plots, due to the uncertainty as to the villages to be surveyed. Amins consequently were frequently left without work for several weeks together, and the cost rate was considerably enhanced thereby. Moreover, plague was rampant in many of the villages. Many tenants migrated temporarily to other parts of the district, and those that stayed took little interest in the work. The Inspectors and Amins too were not unaffected by the general scare, and the Assistant Settlement Officer in charge had much difficulty in preventing many of them from absenting themselves or stopping work on various more or less flimsy excuses. The delays due to the above causes resulted in much of the work having to be done during the months of April and May, when the hot west winds of Gaya make field work a matter of great difficulty. Over and above this the Revenue Officers had not only to deal 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 as the Raja's *khud khast* or *sirat*. Internal disputes averaged 67 to the square mile and many of them related to a considerable number of plots. Under these circumstances it was a matter for satisfaction that the whole programme was got through by the end of May, and that only some 356 internal disputes, out of 5,335 filed were left undecided by the Revenue Officers employed.

57. Of the disputes the majority related to four subjects (1) as to whether a field paid cash or produce rent, (2) rights in trees, (3) rent-free lands and (4) claims to *khud khast* or *sirat* land. The Raja's claim to sole rights in every tree on his estate was disallowed, as it was unsupported by any evidence, and opposed to the general custom of the area. He claimed to have resumed rent-free holdings, and as elsewhere noted, he had in many cases successfully ousted or broken the rights of the holders. Wherever, however, the evidence showed that the resumption was not complete, his claim was disallowed. The *khud khast* claim was usually put in respect of one or two plots in each tenant's holding; but as the tenant was still in possession and there was none of the evidence required by section 120, Bengal Tenancy Act, to establish a valid title to *sirat*, his claims were everywhere disallowed. A show of withdrawing these claims was at one time made, but similar claims were made at later stages in respect of this area as well as in villages surveyed in the following year. As regards *nagdi-bhaoli* cash or produce rent disputes, the subject can be better discussed when dealing with the following year's work.

58. Sixty-six villages covering an area of 50 square miles were left for season 1901-02. Work was started in October, and both cadastral survey and preliminary record-writing were finished by the end of January. A due amount of inspection, including plot testing, was done by the various officers employed, and I was able to see the work for myself in a number of typical villages in different parts of the estate. The only difficulties that presented themselves were in respect of the internal disputes which were indeed rather less numerous than in the previous season, averaging only about 32 to the square mile, but, being mainly about *nagdi* and *bhaoli*, they affected a large number of plots. About two-thirds of those filed were decided, the remainder being left under my orders for decision at attestation, as, for various reasons, careful examination of the landlord's papers was necessary. Careful enquiries were made by myself and Babu Bhupendra Nath Gupta, as well as by Mr. C. G. Allen, the officiating Director, into the question of the general cash and produce-rent disputes, both in the estate itself and in adjoining villages belonging to the two branches of the Tikari family and to other proprietors.

59. As a result of these enquiries, certain general presumptions were established which were worked upon in deciding the individual disputes. These were that (a) ordinarily transplanted paddy lands are held on produce rents, (b) *bhit* or up-lands growing *rabi* crops are usually held on cash rent, and (c)

that sugarcane and poppy always pay a cash rent, though a produce rent would be paid if a rice crop is subsequently or ordinarily grown on the same land.

Later experience justified these presumptions on the whole, but it was found that sugarcane lands were almost invariably *bhaoli*, though a cash rent was paid for the particular crop, and that poppy lands were almost always *nagdi*, not only when growing poppy, but also when under other crops.

60. As already noticed, the tenants were anxious to have as much as possible of their holdings recorded as on cash rent, and in the previous season there had been a tendency to discredit entirely the landlord's papers (*laggits*) on which the cash and produce rent paying areas were entered separately, and to make the landlord prove in respect of each field that the produce had actually been divided. The result was that in that area the Attestation Officers had subsequently to revise a good many of the orders passed under which the bulk of the tenant's holdings had been recorded as *nagdi*. To obviate this for the new area, I directed that the *khanapuri* kanungos should enquire into such disputes, but not ordinarily pass final orders except when their finding was practically in accordance with the general presumptions defined above. It was in consequence of this order that a considerable balance of internal disputes was left pending till attestation. As attestation was to follow almost immediately on *khanapuri*, there was little to lose and much to gain from this procedure.

61. In connection with the field-work there were some 82 boundary disputes to be decided, 53 in the first season, and 29 in the second. All were disposed of in the season in which they were filed, 52 by Babu Bhupendra Nath Gupta, 20 by Mr. S. S. Day, and the balance by Babu Jagadish Chandra Lahiri. Against these officers' orders 14 appeals were filed, of which 12 were dismissed, and in the remaining two the original order was upheld with some modifications. The disputes, though numerous, were comparatively simple, and in deciding them the ordinary rules were adhered to, possession being followed where it was proved and the revenue survey boundary being relaid where the area in dispute was waste land. The result of the appeals filed is sufficient testimony to the care with which this branch of the work was done by the three Assistant Settlement Officers mentioned above.

62. The tedious but purely mechanical work of preparing records for attestation was successfully done at Gaya, under the supervision of Babu Bhupendra Nath Gupta. The records of the first season were completed by the end of July 1901, and of the second season by the end of January 1902. Besides the ordinary stages of extracting areas, writing up *khatians*, preparation of statistics, etc., a careful comparison was made of the boundaries of all villages, adjoining any of the villages surveyed six years previously in connection with settlement operations in the Tikari Government and Belkhara Estates.

ATTESTATION.

63. The original programme was to complete the attestation of the 98 villages surveyed in the field season of 1900-01 during the months August to November 1901. A start was actually made in August, but had to be stopped, when some 13 villages were only partially completed, because the Raja was attacked and seriously wounded by one of his servants and was unable to attend to business.

64. Enough had, however, been done to show that the record of rents payable would be an extremely difficult task, owing to the doubtful reliability of the landlord's papers, and, if these were reliable, the extraordinary changes in rent and area from year to year shown therein, and further to the fact that in a considerable number of villages the Raja had succeeded in getting the tenants to execute *kabuliyats*, in which they agreed to pay rent at an all-round rate of Rs. 20.

65. It was found that the rent stated by the tenants were, as a rule, absurdly low, and were calculated at various imaginary rates on the area they thought they ought to hold on cash rent, namely the bulk of their holdings. Receipts were not produced,

and were said not to be available; and the landlords' papers showed rates and rents that had certainly not been collected in recent years, and probably not in full even before the situation between landlord and tenant became acute. These papers, the details of which were so elaborate as to refute in themselves the suggestion that they had been prepared for attestation purposes, showed innumerable changes in the areas held from year to year and in the rents, and disclosed a number of illegal cesses.

66. Under these circumstances Messrs. Kerr and Lyon were strongly of opinion when attestation had to be stopped in August that it would be necessary to apply for powers to settle all rents under section 112, and that in any case before attestation of rents could be done further careful examination of the Raja's papers would be necessary; and in the meantime, when it was possible to start attestation again, this should be confined to entries in the record other than rents.

67. At this point it will be as well as explain the nature of the rent papers kept by the landlord. The foundation of the account system is the "laggits" or notes of the demand, collection, and balance for each tenant in the village, prepared annually. From these the ordinary *jamabandis*, *siahas*, or *mufards* and *wasilbakis* or *multadis* are prepared.

68. The *laggit* is headed by the year and the tenant's name. Then follows the area of the cash-paying lands under each of certain specific heads, which represent crops rather than classes of land. These, as found in the Maksudpur papers are—

- (1) *Ketari*, or sugarcane.
- (2) *Marua posta*—*Dofashi* land, on which a *bhadoi* crop such as *marua* is grown and is followed by opium as a spring crop.
- (3) *Marua rabi*, as above, save that the *marua* or other *bhadoi* crop is followed not by poppy but by some ordinary *rabi* crop.
- (4) *Chakath*—Lands growing a single crop, usually inferior lands lying at some distance from the village site.

69. Of these the first corresponds practically with the "paran" tenure found in Tikari, sugarcane being a crop that ordinarily grows best on rice lands but which cannot be grown twice within three years on the same land. The rotation is therefore: rice on produce rent one year, sugarcane on a high cash rent the following year, and then again rice.

Paran, in the sense of specific areas reserved for sugarcane and other crops, is not found now in this estate, though it is believed that prior to the Raja's taking over direct management about 1889 the system was the same as that described as prevailing in the Tikari villages.

Shikam, another of the Tikari tenures, will not be found in the above list. The word is used, but means little more than *nagdi*, and nowhere in Maksudpur connotes the right to hold at fixed rates, though occasionally it is used with special reference to highly rated lands near the village site.

Similarly *chakath*, included in the above list, has practically lost the special meaning attached to it elsewhere in the district, and only in a few villages in the hill and jungle area implies anything in the nature of a clearing lease. Elsewhere in the estate it is used of unirrigated lands, away from the village site, growing the inferior kinds of spring crops. It may be noted here that "*jinsi chakath*"

is a special form of produce rent, under which the landlords' and tenants' shares vary from year to year, the latter getting 12 annas in the first year, 11 in the second, and 9 in the third and following years. The landlord's share is expressed in such cases by the words *chaukri*, *tekri*, *pachdo*, in the first, second, and third years respectively.

The terms *marua-posta* and *marua rabi* noted above explain themselves, and these with *ketari* and *chakath* represent the Maksudpur system of land classification for purposes of assessment of cash rent. The tenant's *laggit* shows for each year the area held

under each class, the rate of rent, and the rent payable for each. Then follows the total, and below it the area held on produce rent and the value of the produce. Then follows an extensive list of *abwabs* and miscellaneous demands. A translation of an actual *laggit* will be found in Appendix I.

70. Similar *laggits* were also prepared for *bhaoli* lands, the details shown thereon being the area under different crops, the rate, *i.e.*, number of maunds per bigha at which assessment was made, the total weight of each form of produce due from the tenant, and the value thereof, should the tenant prefer to pay in cash.

71. It was on an examination of a large number of such *laggits* for 1301 to 1307 for a number of different villages in September 1901 that Messrs. Lyon and Kerr were of opinion that special measures would be necessary before rents could be attested. They directed that attestation should go on from October, but that instead of recording rents the Assistant Settlement Officers should merely draw up statements showing the rates demanded by the landlord, or admitted by the tenant, and the average rates as deduced from the *laggits* for the year 1306, with a subsidiary statement showing for each tenant the demand, payments, and balances for the years 1301 to 1306.

72. These statements were accordingly prepared, but little could be deduced from them owing to the fact that for many tenants *nagdi laggits* were not forthcoming for some or all of the years, in respect of which enquiry was made, and that the *nagdi* areas in other cases differed very largely from year to year, and from those recorded in the *khatians*. Further they disclosed that the average rate as gathered from the *laggits* for different years was extraordinarily high. So far attention had been paid only to the papers of the years 1301 to 1306, but enquiries now made elicited the fact that in nearly all villages there had been large enhancements of rates either in, or just before 1300. Mr. C. G. Allen, therefore, directed that we should make a careful examination of all the Raja's papers from 1293 (1885) onwards, and compare these with the road cess returns filed by him, and what are locally known as the *teishkhana* papers, *i.e.*, detailed statements of rents and areas filed by the village *patwaris* on the Collector's requisition about 1881. Much difficulty was experienced in getting these papers; and it was not till January 1903, when the Raja was induced to make over *en masse* all papers that he possessed, that much progress could be made. Even with these it was found that for a large percentage of the villages we had little to go upon for the years 1293 to 1303, the period within which most of the enhancement was effected, and that in consequence, the determination of the legal rates was a matter of some difficulty.

73. The procedure adopted eventually can, I think, be best described by summarizing here the orders issued by Mr. Allen in January, with the modifications, which were subsequently found to be necessary in order to meet particular cases.

Mr. Allen directed that before attesting rents the Assistant Settlement Officer should examine the *laggits* for all years from 1293 to 1307, and decide whether the rents or rates of rent had in any year, or years, been illegally enhanced. If this was the case the Attestation Officer was to record a formal proceeding, stating the facts and his reasons for not treating the present rates as legally payable, and for adopting those of a particular year (one prior to the enhancement or first enhancement, if more than one). A schedule was then to be prepared showing the following particulars:—

- (1) No. of *khatian*.
- (2) Raiyat's name.
- (3) Year selected for calculating rates.
- (4) Cash-paying area shown in the *laggit* of the year (excluding poppy, sugarcane, and superior vegetable crops paying special rates.)
- (5) Rent of land in column (4)
- (6) Rate of rent in column (5) per bigha.
- (7) Rate for poppy in year (column 3) if tenant then cultivated poppy.
- (8) *Khatian* area held *nagdi* (excluding sugarcane and poppy).
- (9) Area under poppy.

- (10) Area under sugarcane shown in *khatian* as *nagdi*.
- (11) Rent on area in column (8) at rate in column (6).
- (12) Rent on poppy area (column 9) at rate in column (7).
- (10) Rent on sugarcane area (column 10) at rate in column (6).
- (1±) Total of (11), (12), and 13.
- (15) Remarks.

74. Provision was made for cases, where there was no *laggits*, for the year selected for a particular tenant or where he grew no poppy in that year, the Assistant Settlement Officer being directed in such cases to be guided by the rates found for other tenants. The rent, as arrived at in column (14), was to be attested, except where for an approximately similar area the landlord claimed a less rent.

75. Further enquiry showed that columns (10) and (13) for sugarcane area and rent were usually unnecessary, as it was found that practically in all cases sugarcane was grown on lands ordinarily "*bhaoli*," and sugarcane plots were therefore shown on the *khatian* as "*bhaoli*," and a note made in the incidents column of the *khatian* to the effect that a certain cash rate per bigha was paid for *bhaoli* lands cropped with sugarcane.

76. A careful classification made of the papers filed by the Raja and obtained from other sources showed that a distinction must be made between villages where the materials were sufficient for tracing the history of rents and preparing schedules in the above form and those in which they were not.

77. In the instructions issued to the Attestation Officers, it was laid down that there was sufficient material where papers for at least two of the years 1296 to 1299 were available, or where rates deduced from later papers showed rates that compared favourably with those of neighbouring villages. In such cases the Assistant Settlement Officers were asked to prepare a statement showing realizations, and to compare the rate of realization with that demanded by the landlord. This rate was also to be compared with rates in neighbouring villages, and any special circumstances noted which might justify it, if higher than the latter, or which would suggest that it should be lower.

78. In regard to tenants for whom there was no *laggit* of the particular year selected or of an earlier year it was laid down that, in addition to considering the rates of other tenants for that year, the rates paid by the actual tenants in later years, for which *laggits* were available, should be scrutinized, and if lower than the general village rates, they should be adopted rather than the general village rates.

79. Where the current rates were accepted, and there was no dispute as to the amount payable, it was directed that the amount stated should be attested irrespective of whether it exceeded or fell short of the amount arrived at in the schedule, leaving the parties to apply for enhancement or reduction on the basis of the *khatian* areas, as the case might be. Where the rates were disputed, however, the schedule was to be followed. Similarly, where the schedule rent corresponded very closely either to the landlord's or to the raiyat's statement of the rent, rent should be attested according to such statement and not on the schedule.

80. Provision was also made for recording as *kabillagan* holdings for which no actual rent had been settled or paid.

81. In the villages where the papers filed were not sufficient, the Assistant Settlement Officers were directed to pick out from the road cess and *teishkhana* papers as many holdings as could be identified with existing holdings, and compare the rates disclosed with those shown in such papers as the landlord had produced. When the latter were found to be lower, and to be *prima facie* reasonable, attestation was to be done on the basis of them. In other cases rents were to be attested on schedules prepared

on the basis of the rates found in the road cess and *teikhana* papers. In the absence of even these papers, a careful statement of demand and realisation was to be made from such laggits as were produced, and the rates compared with those ascertained on enquiry as prevailing in neighbouring villages of other landlords, or Maksudpur villages for which the requisite information was available.

82. Finally the Assistant Settlement Officers were reminded that the case of non-occupancy raiyats must be considered differently, as the provisions of section 29, Bengal Tenancy Act, do not apply to them, and rents must be attested either in accordance with what had been agreed upon, or what had been realised, irrespective of enhancements.

83. Attestation of rents was accordingly done on these lines, with such modifications as particular circumstances made necessary in particular cases. The results may be summarised thus:—

- 41 villages—either leased out permanently, or held entirely on produce rent or wholly uncultivated in which application of these rules was not necessary.
- 39 villages—attested on the basis of the landlords' current papers; in these no illegal enhancements were found, and the rents demanded had been fairly realized. The bulk of these villages were in the Rajauli area.
- 22 villages—attested on rates deduced from laggits of 1298 or earlier years.
- 26 villages—attested on rates deduced from laggits of years later than 1298, but prior to 1306.
- 16 villages—on the basis of road cess and *teikhana* papers.
- 9 villages—on rates derived from neighbouring villages.
- 1 village—from the settlement record of 1895.
- 6 villages—from the papers of co-sharer landlords.

In 80, therefore, out of 160 villages it was found impossible to accept the landlords' current papers as representing the legal rent demand. In 41 villages there was no question of cash rent as between the Raja and his tenants. Only in the remaining 39 villages, or barely one-fourth of the whole area, were the current papers accepted as a basis for attestation.

84. To illustrate the cases in which we had to go outside the village itself in order to find rates at which rent could be considered as legally payable, I give the following table for 8 such villages:—

Name of Raj villages.	Rent rates claimed by Raj.	Names of neighbouring non-Raj villages.	Rent rates in villages in column 3.	Average attested rent rates.	REMARKS.
	Rs. A.		Rs. A.	Rs. A. P.	
Bhimdaspur	Marua rabi ... 10 0 Chakat ... 5 12	Punari	Marua rabi 6 4 Marua posts 10 0	5 12 9	
Dadpur					
Isapur					
Degaon	Marua rabi ... 10 0 Marua posts ... 13 8 Chakat Re. 1 to 5 0	Buryun	Marua rabi 8 0 Chakat Re. 3 to 4 0	3 4 9	
(1) Bhagwatpur					
(2) Salimpur ... ..	..... 10 0	Nanhoo bigha Dariaipur	Marua rabi ... 4 to 8 8 Ditto 5 0	(1) 6 0 0 (2) 4 1 9 (3) 5 8 9	
(3) Kharagpur					
Math Muhammadpur ...	..... 9 0	Tatarpur	Marua rabi 8 8 Chakat Re. 1-8 to 5 0	4 6 1	

85. The neighbouring non-Raj villages were in all cases such villages as careful enquiry showed to contain cash paying lands of similar quality and description, and the figures given will show the wide divergence between the rates at which the Maksudpur tenants and their more fortunate neighbours were asked to pay rents. As the rates attested show, the rents we have declared to be payable are by no means low, though they average barely half those claimed but never realized by the landlord.

I will leave for discussion in a later paragraph the question whether attestation conducted on the above lines is, from the point of view of the tenants in this particular estate, likely to be worth the trouble that was taken over it. Sufficient has, I think, been said to show not only the principles on which attestation was done, but also the necessarily complicated work which the attestation officers had to perform.

86. I return now to the history of the progress made after the stoppage of work necessitated by the Raja's illness in August. Attestation was resumed in October with Mr. S. S. Day in charge of one camp and Babu Bhupendra Nath Gupta in another; and by the end of December 1901 these two officers had completely attested 16 villages, the property of Mukarraridars or held entirely on produce rents, and attested all entries except those relating to rent in the remaining 78 villages, of which the *khanapuri* had been completed in the previous field season. In January Babu Bhupendra Nath Gupta took up the rent attestation of 10 selected villages in pargana Sanaut by way of experiment, and as a result of his work the rules and instructions above described were framed. The same officer and Babu Jagadish Chandra Lahiri then started work on attestation of rents in the old area, and general attestation in the area, just completed from *khanapuri*, about the middle of February, and were able to carry out the whole programme by the end of April.

87. Besides the rent question, the attestation officers had to deal with many disputes of the same nature as those filed during *khanapuri*. In addition to the 848 disputes left over from that stage, no less than 3,320 new disputes were filed, and further, they had also to revise many of the orders previously passed on the *nagdi bhaoli* cases, the principles to be followed in deciding which had, as already noticed, been considerably modified by further experience. The general nature of these disputes, as well as those in regard to trees, rent-free and *khud kasht* lands, has already been described, and it is only necessary to state here, that except for the *khud kasht* claim, these disputes were contested just as keenly, if not more keenly, at this stage as at the earlier one. In one village, Amawan, the *nagdi bhaoli* dispute reached a particularly acute stage during attestation, though it had been barely raised during *khanapuri*; and, as this is a village in which the tenants were strong enough to meet the Raja on more or less equal terms, and throughout combined to make the most profit out of settlement proceedings, a brief account of the disputes and the results of enquiries made may not be out of place here.

88. In all cases the tenants of this village claimed to hold about three-quarters or more of their holdings on cash rent at a rate of about Rs. 3 per bigha. During *khanapuri*, however, they had allowed some three-fourths of their holdings to be recorded as *bhaoli* without objection. This in itself was suspicious, and their explanation that the amin had refused to record their disputes and the Assistant Settlement Officer to decide them, was obviously absurd, as *khanapuri* had been spread over a period of three or four months, during which time not only the *kanungo*, but two different Assistant Settlement Officers had frequently visited the village to inspect the work. The claim was first put in six months after *khanapuri*, when Mr. Day was doing attestation of entries other than rents. At that time I heard the tenants, and they produced no proof of their statements except rent receipts showing amounts paid. If Rs. 3 a bigha was assumed to be the rate of rent, and the payment included nothing but the current demand, their rent receipts would show about as many bighas of *nagdi* land as they claimed. I then passed orders that the Assistant Settlement Officer should follow the ordinary presumptions in the absence of any more positive proof. An adjournment was, however, allowed, and the case was not finally taken up till February, when Babu Jagadish Chandra Lahiri arrived to attest the rents. I found then that the areas recorded as *nagdi* at *khanapuri* corresponded fairly closely with those shown in the landlord's papers for a period of 13 years back, and that though the receipts filed were admittedly genuine, they proved nothing, as the landlord's papers showed large amounts due each year for arrears of cash and produce rent, instalments of old loans, besides various *abwabs*, while the receipts showed only lump amounts which in the landlord's books had almost invariably been credited as on account of arrears.

89. I then ascertained incidentally that in 1887 half the tenants had applied to the Collector for "appraisement" and a copy of their application showed that an area of some 1,200 bighas was to be appraised. The *khassas* showing the result of the appraisement, however, showed no less than 1,800

bighas, all rice lands, the amount belonging to each tenant being shown against his name. I then elicited an admission from the leading tenants that the area, in respect of which the Collector made the appraisal, represented perhaps two-thirds of the whole *bhaoli* area of the village. Taking up then the terij prepared on the basis of the entries of *nagdi* and *bhaoli* made during *khanapuri*, I found that 2,300 bighas were recorded as *bhaoli* whereas, if the tenants' present claims were allowed, the *bhaoli* area would only be 700 or 800 bighas. The tenants had never alleged that any conversion from *bhaoli* to *nagdi* had been made, their claim being that the lands were always *nagdi*. Consequently, it was sufficiently obvious that these claims were absurd, and that the *khanapuri* entries of *nagdi* and *bhaoli* were practically correct. Further enquiry showed that almost all the tenants were heavily in arrears, and that since 1887 when they had by their application for "appraisal" scored a great victory over the Raja, the latter had left them severely alone until just after *khanapuri*, when he filed suits for recovery of these arrears against all the leading tenants. It was apparently to meet this new move on the Raja's part that they filed these extravagant claims to *nagdi* lands.

90. In other villages there were similar cases, though on a smaller scale.

Causes of slow attestation. Wherever possible, appraisal papers were examined and areas compared. Ordinarily, however, the landlord's *laggits*, and the presumption as to *dhanhar* lands being *bhaoli* formed a sufficiently satisfactory basis of decision. Reference, however, to such papers for each plot disputed, made both *bujharat* and attestation a very tedious and lengthy business, more specially as the Raja's agents were either unwilling to give much help, or being new men, were too ignorant of local facts and of the papers to be of much use. In the wilder portions of the estate, in the south, it needed an infinite amount of patience to make many of the tenants identify their own plots with those recorded on the *khatians*.

91. Before passing on to the later stages of the work, reference should be made to the special record of customary rights, which was prepared in accordance with sub-sections (h) and (k) of the notification under which the operations were conducted. The sub-sections provide for the record of certain special information, namely, as to the existence of common or pasture lands and the rights of the tenants in respect of them; the customs of the villages regulating the methods of ascertaining rents, the tenure of homestead lands, improvements, sub-letting, alienation and abandonment of holdings, the kists of payments of rents and the methods of irrigation, and the duties and rights of both landlords and tenants with respect "to the use and maintenance of the means of irrigation." Under Mr. Kerr's orders, Babu Bhupendra Nath Gupta and Mr. Day made the necessary enquiries in a number of villages in August to September 1901, and drew up formal proceedings embodying the results. These were then put into proper form, and used as models for the similar proceedings prepared for all the villages and published in draft, and finally along with the rest of the record. A specimen of a special record of customary rights so framed will be found in Appendix I attached to this report, which is fairly typical of the rest. The idea of these records was to include all legal and valid customs, and, by excluding all others, to endeavour to make such as were illegal, null and void in the eyes of the tenants who might in consequence be less likely to comply with them in future. As will be noted, they take a somewhat general form on the subject of irrigation, and it is a matter for regret, in my opinion, that a more detailed record, accompanied by a special map, was not prepared with regard to irrigation rights and duties as was subsequently done for the Patna Government Estates. Even as they stand, however, these records are of some use in this respect, and the omission of some of the common illegal customs may have a good effect.

92. Some of the latter may be briefly noted. The landlord claimed (and it was admitted as customary) that, when he wished to settle a new tenant in the village, other tenants were bound to give up some portions of their land to accommodate the new comer. Again, the landlord claimed absolute rights over the houses of his tenants to the extent of pulling them down at any time he pleased. The unfortunate milkman and washerman

Illegal customs omitted from the records.

are by custom bound to supply milk to the Raja's servants and wash their clothes without any payment.

93. The absence of any customary right of free transfer of occupancy holdings is noticeable, but it is not by any means peculiar to this estate. From the figures given elsewhere for transfers actually recorded, it will be apparent that in recent years at any rate both sales and mortgages of holdings have been infrequent, but whether this is due to the notoriety of the landlord or to the fact that the Raja insisted on his right to refuse recognition of transfers actually affected is perhaps doubtful.

Transfer and mortgage of holdings.

DRAFT PUBLICATION.

94. Draft publication followed closely on attestation. It was begun in February and completed in April. Before the records were published, they were thoroughly checked and brought into accordance with the orders passed during attestation. Effect was given to these orders on the tenant's *parchas* and on the landlord's copy of the records, which he took out for practically all villages in advance of attestation. Everything in fact was done to give both landlord and tenant full knowledge of the contents of the draft records.

Procedure adopted.

CASE WORK, SECTION 103A.

95. As might have been anticipated the work under this section was very heavy. Four thousand seven hundred and forty-seven objections were filed, which were divided between Babus Jagadish Chandra Lahiri and Bhupendra Nath Gupta for disposal, and occupied their time for nearly 3 months. A statement showing the nature and result of these objections will be found in Appendix D—VI. The most noticeable features were the large percentage of cases, which related to cash and produce rents, 43 per cent. and 32 per cent., respectively, and the very small percentage of all classes of cases in which the objections was allowed. Very few of the 11,000 odd tenants, for whom rents were attested, contested the cash-rent entry. The landlord contested nearly one-fifth, but was only successful in getting the rents of 3 out of every 100 tenants revised. Produce rent disputes were more equally divided between tenant and landlord, but in neither case were the results particularly favourable to the objectors. Of other disputes, the most numerous were about trees, a large percentage of which were successful owing to the fact that the parties were then in a better position to give positive evidence about particular trees than they had been in the case of the general disputes filed at the earlier stages. Taking all classes of objections together, barely 16 per cent. were successfully maintained, a fact which, I think, speaks well for the quality of the attestation work.

Number and nature of objections.

96. It may be noted that the number filed represents approximately 36 per square mile, as against 2 in the Tikari and other estates surveyed and settled in this district in 1893—1898, and 27 per square mile in Saran where the work under this heading was heavier than in any other Bihar district. To put it in another way, there was an objection about one in three of the holdings attested, as compared with only one in respect of every twenty-one holdings in Saran. The explanation for these figures lies, of course, in the universal disputes as to areas held on cash and produce rents and in the way in which the rents payable were arrived at.

Comparison with the Tikari Estate and Saran Settlement.

OFFICE CHECK AND FINAL PUBLICATION.

97. After disposal of these objections, the records were prepared for final publication in the head-quarters office at Gaya. It is unnecessary to describe in detail the various stages of this part of the work. The records were first thoroughly checked (*janch*); three copies were then prepared for Collector, landlords and tenants (*safai*); these copies were carefully compared and checked with the original (*moasina* and

Procedure and progress.

mokabila); and selected records were again put through a searching check (*bala mokabila*). This work occupied a considerable staff during the months, July to December 1902. Final publication followed, the work being started as soon as a sufficient number of records were ready to provide a kanungo with a continuous programme, and by the second week in February 1903 all records had been finally published.

SETTLEMENT OF FAIR RENTS UNDER SECTION 105, DISPUTES UNDER SECTION 106 AND APPLICATION UNDER SECTION 40 FOR COMMUTATION.

98. There was little now to be done, except to wait until the expiry of the 3 and 2 months allowed by the law for filing suits under section 106 and applications for settlement of fair rents under section 105. Cases under these two sections, and applications for commutation of rents under section 40, Bengal Tenancy Act, occupied Babu Bhupendra Nath Gupta and Hem Chandra Chatterjee during the months of May, June and July. The work included the disposal of applications under section 40 in respect of 719 tenancies, and for settlement of rents under section 105 for 686 tenancies, and 170 suits under section 106.

99. Of the applications for commutation, which concerned 24 villages, 210 in respect of 247 holdings filed in previous years were at once struck off, as subsequent revised applications had been filed after final publication in respect of the same holdings: 36 applications affecting the same number of holdings were withdrawn. There remained, therefore, only 40 applications filed by 436 tenants of some 20 villages. All these cases were tried with considerable care, and were eventually rejected on one or more of the following grounds: (1) that the applications represented only a small percentage of the holdings in the village, and (2) that irrigation of the holdings concerned depended on a system which served, not only the village in which they lay, but also others. The principle in either case was that it was not advisable to commute produce to cash rents where the tenants were not in a position to maintain the irrigation system, and the landlord was unlikely to do so for the benefit of cash-paying holdings. In all cases the case officers were instructed to prepare and have formally proved an irrigation map of the village with the explanatory note showing the sources of the irrigation system, the manner of distribution of the water and the position of the holdings in respect of which commutation was asked for.

In eight cases (of which that concerning the village Amawan was the most important) appeals were lodged by the tenants against the orders passed, and the Commissioner, after a long hearing of all that both parties had to say on the subject, passed orders that, even though the reasons given by the Assistant Settlement Officers for disallowing the applications might in any ordinary case be considered overwhelming, the circumstances of the Maksudpur Estate were so notorious, and the tenants of these particular villages so positive, that they would be better off even if the cash rents fixed were high, than under the *danabandi* system, that the cash rent system should be given a trial and rents be commuted in these villages. Against this order the Rani appealed to the Board who, however, rejected the appeal and directed that effect be given to the Commissioner's order. As the settlement staff had by this time (July 1904) left the district, it was arranged that the actual commutation of rents should be done by one of the Deputy Collectors on the district staff.

100. I do not know whether any further justification of the action of the Assistant Settlement Officers in refusing to allow commutation is required beyond what has already been said as to the reasons they gave in their judgments, and as to the form which the Commissioner's order in appeal took. The *pros* and *cons* for commutation are many, but there are few officers who have had much to do with the Gaya district, who, while admitting and deploring the known disadvantages of the *bhaoli* system, have been of opinion that wholesale commutation was the proper remedy. I would refer to Mr. Stevenson-Moore's report on the settlement of the Tikari and other estates. Th

bhaoli system and its attendant evils are there fully discussed (paragraphs 61 to 99) and the opinions of various successive Collectors on the subject are quoted. In a later paragraph (138, page 51) of the same report, Mr. Stevenson-Moore's personal doubts as to the wisdom of general commutation in the Government estates are set forth. Few tenants in the district have probably the same grounds for objecting to the *bhaoli* system as the tenants of Maksudpur, who for years had not only to put up with the ordinary exactions of the landlord's subordinates, but to deal with a landlord, who insisted on general and constant over-appraisal, and who did not refrain even from sacrificing his own interests by neglecting the irrigation system, when he wished to punish recalcitrant tenants. But even so, the risks attendant on commutation to cash rents seem almost, if not entirely, to outweigh the possible advantages. In villages where the simple *ahar* system without feeder channels is the only system possible or existing, combination among the tenants to keep up the *ahars* should not be difficult, though even then it is doubtful whether they would in the long run abstain from quarrelling among themselves as to the distribution, not only of the water, but of the expenses of making and keeping the *ahars* in repairs. Of the villages, where pains, small or large, supply the water, there are few where the system is self-contained, and combination between tenants of several villages is infinitely more difficult and less likely to be lasting than among the tenants of a single village. The system of distributaries and the arrangements for the periodical irrigation of the different villages or blocks within the village are matters which are likely to cause friction, and, though the cost of maintenance distributed over a large number of tenants might seem comparatively small, the collection and expenditure of the money would provide more opportunities for dissension, and, with dissension, probably an end of the combination which alone could make the system workable.

101. Under these circumstances the experiment, which the Commissioner's orders in these cases admittedly involves, may be watched with interest, more specially in the village of Amawan, where, though the irrigation system is particularly elaborate and not confined to the one village, the tenants who have applied for commutation are numerous and comparatively well off and able to protect themselves.

102. There were in all 135 applications under section 105 effecting 686 tenants. Of these, 26 were filed for the settlement of fair rents for whole holdings in respect of the *bhaoli* portion of which applications for commutation had been made, the idea being that the commuted rent should at the same time be settled as a fair rent under section 105. It seems doubtful to me now whether such applications were necessary, as the law does not appear to contemplate any enhancement of commuted rents. However, on the rejection of the applications for commutation, these applications were of necessity disallowed, and no request for review of these orders has been made.

It would seem advisable, in order to meet such cases in future, to provide definitely in section 40, that the cash rent as fixed after commutation is not liable to enhancement for a period of 15 years on the analogy of section 113.

Of the remaining cases, 46 were for assessment of rent on holdings previously held without payment of rent and 63 for assessment of additional rent for excess lands. The latter were rejected, as the landlord failed to prove a previous measurement, or that the apparent excess areas were real. The result of the other cases was the settlement of rents averaging Rs. 4-1-4 per acre for an area of 148 acres held by 226 tenants. One appeal only was filed to the Special Judge, which was rejected.

103. Under section 106 the work was very light. Of the 170 cases filed, 129 were withdrawn and 25 were settled by compromise, 16 only being contested. Eighty-eight cases were filed by the Rani, 17 by other landlords and 65 by tenants. Of the latter, all were disputes as to possession, and were for the most part either compromised or withdrawn. Not a single suit as to the amount of rent was

brought by a tenant, and, of the 87 filed by landlords, only 16 were successful. It may be noted here, that the Rani was a party to only one of the suits decreed on compromise, and that in all such cases the terms of the compromise were carefully scrutinised before a decree was given, whosoever the parties might be. The contested cases involved no points of special interest, the parties being either landlords other than the Rani, or tenants fighting among themselves.

104. One appeal was presented and allowed on a technical ground, the case being returned for re-hearing. The Special Judge in this case held that in a suit for declaration that the rent was higher than that attested, it was "a straining of language to hold, that the amendment of the record-of-rights, if granted, was a consequential relief; and, consequently, a Court-fee of Rs. 10 was sufficient, and it was unnecessary to value the suit on so many times the difference between the rent claimed and that attested." This is a view that was once taken in Bihar by a Special Judge, but was subsequently dissented from by a succession of other Judges, and it is, and has been, the regular practice to value suits relating to entries of rent on 12 or 15 times the difference between the rent attested and claimed.

105. The above sketch of the case work which had to be dealt with, shows that this branch of the work presented (except in regard to applications under section 40) few, if any, of the difficulties experienced in the earlier stages of the work. It might well have been anticipated that the entries of existing rent would be generally contested by the landlord, and, that the tenants would have renewed their extravagant claims to hold *bhaoli* lands as *nagdi*. As regards the latter better counsels seem to have prevailed, and the tenants wisely refrained from fighting what was bound to be a hopeless cause. For the landlord's apparent slackness the chief reason was that the Raja died in December 1902, and the Rani was at once plunged in litigation with his brother as to the right of succession. Much of the bitterness of the fight between landlord and tenant disappeared with the person mainly responsible for it,—the Raja,—and the widow naturally considered it in her interest to attempt to make terms with the tenants rather than continue a struggle which would deprive her of the means of fighting the other claimant to the estate. She may have realized, too, that the documentary and other evidence available in respect of rents had already been more or less discredited and was not likely to be of much value in regular suits. Hence it was that even of the comparatively few suits that were filed many were not proceeded with.

106. With the disposal of cases filed after final publication the work was at an end, except the recovery of costs, a matter which will be dealt with in a later chapter. It remained only to note the results of case-work in the records, and to make these over to the Collector, which was done in September. The distribution of copies to the landlord and tenant was held over until orders were passed as to recovery of costs.

CHAPTER IV.

FINANCIAL RESULTS.

107. In his letter No. 160T.—S., dated 28th May 1900, to the address of the Board, the Director estimated the probable cost of these operations at 1 lakh of rupees. The expenditure to be distributed over the three years 1900—1903 was as detailed below:—

	Rs.
1900-1901	27,000
1901-1902	43,000
1902-1903	30,000

The work was actually started in September 1900, and completed, except for recovery of costs, in September 1903, and, including recovery, in August 1904. The actual gross expenditure, direct and indirect, incurred was

Rs. 84,546-5-3, details of which are given in Appendix E, against which has to be set off miscellaneous receipts in cash and stamps on account of court, copying, and process fees, and book credits on account of tents, furniture; and mathematical instruments made over to North Bihar Settlements or returned to the Surveyor-General. These amounts in all to Rs. 9,511-10-10, so that the net cost of the operations was Rs. 75,034-10-5, which gives an incidence of Rs. 577 per square mile. A statement showing the distribution of direct expenditure incurred over the different branches of the work and the cost rates per square mile will be found in Appendix E. The variation from the normal rates suggested in the Resolution on the Survey and Settlement Annual Report for the year ending September 1902 are considerable, but require little explanation beyond what is already provided in the account given of the difficulties encountered at different stages of the operation. The staff employed though small was necessarily expensive, as not only were my own pay and allowances as Settlement Officer distributed over an area very small in comparison to that of the two entire districts which form, as a rule, the charge of a Settlement Officer, but the Assistant Settlement Officers employed were selected Deputy Collectors of some standing. The area dealt with was scattered, and some delay in disposal of work was therefore inevitable, and additional expenditure was incurred on account of travelling allowances of officers and establishment. Under contingencies the charges are increased by the initial cost of mathematical instruments, a substantial credit on account of which is included under the head of miscellaneous receipts.

RECOVERY OF COSTS.

108. It was originally directed that the whole of the costs should be recovered from the Raja, and a Government order under section 114 (No. 3951, dated 16th December 1900), was duly published to this effect, the arrangement being that Government should advance from time to time the sums necessary for carrying on the work, and that quarterly bills of costs should be presented to the Raja for payment. This arrangement was adhered to until the work was completed in September 1903, and a sum of Rs. 68,650-4 was realized in various instalments between December 1900 and March 1904. It is unnecessary here to recount the difficulties in obtaining these payments. Certificates had invariably to be issued, and on more than one occasion warrants of attachment and actual sales of particular villages had to be effected before the money due could be realized.

109. There was still a considerable amount outstanding in September 1903, when the work was actually completed; and the Rani requested that the original order should now be reconsidered, and some share of the costs recovered from the tenants. This request would under ordinary circumstances have met with little consideration in view of the facts elicited during settlement operations, which all or nearly all went to prove, that the entire responsibility for the state of things which led to the initiation of the operations rested on the Raja. In the meantime, however, the Raja had died, and the Rani had succeeded to an estate, not only heavily burdened with debt, but also likely to be the subject of extended and expensive litigation owing to the adverse claim put in by the late Raja's brother. It was therefore decided that out of the estimated cost of $14\frac{1}{2}$ annas per acre, the tenants should pay at the rate $3\frac{1}{2}$ annas per acre; and that of the Raja's share—11 annas— $7\frac{1}{2}$ annas should be paid by the permanent tenure-holders in the case of villages let out in perpetuity, and only $3\frac{1}{2}$ annas by the Rani. An apportionment order No. 2181, dated 6th April 1904, was accordingly issued, prescribing these terms and making the usual provision for temporary tenures, under-tenures, rent-free holdings, and unoccupied land. It was also ordered that the entire cost for lands occupied for public purposes should be borne by Government.

110. Computation of costs was at once started, and Babu Bhupendra Nath Gupta took the field once more in June 1904 for about three weeks, during which period he realized Rs. 11,068-12-9 from tenants and tenure-holders and issued certificates, which were made over to the Collector, for the balance

Rs. 918-7-3 still due from such persons. This amount is more than covered by subsequent realizations. In the course of computation it was ascertained that Rs. 125-4-6 of the cost was debitable to Government, on account of lands occupied for public purposes.

111. The final bill therefore stands as follows :—

Final statement.

	Rs.	A.	P.
Net expenditure	75,034	10	5
Deduct amount debitable to Government ...	125	4	6
	<hr/>		
Recovered from tenants, &c.	74,909	5	11
	11,987	4	0
	<hr/>		
Recovered from Rani	62,922	1	11
	68,650	4	0
	<hr/>		
Excess	5,728	2	1
	<hr/>		

This excess amount realized is due to be refunded to the Rani.

CHAPTER V.

CONCLUSION.

112. The condition of the tenants, prior to these operations being undertaken, has already been described, as well as the many ways, in which the late Raja brought them to this condition. In the chapter describing the present operations an attempt has been made to set forth the endeavours that have been made to protect the tenants in the future. A few words as to the value of what has been done may not be out of place at the conclusion of this report.

113. The main grievances of the tenants which the preparation of a record-of-rights was likely to remedy were three in number :—

- (1) The uncertainty of their tenure.
- (2) The exorbitant cash rents demanded.
- (3) The oppressive system of appraisement.

114. As regards the first the Raja's belief that none of his tenants possessed occupancy rights has already been referred to, as well as his regular practice of transferring lands from one tenant to another, ousting tenants on small provocation, robbing them of the best portions of their holdings to provide himself with *khud kasht*, converting *nagdi* lands into *bhaoli* at his pleasure, and generally treating them as mere tenants-at-will. To meet these forms of oppression we have given to every tenant in the estate a khatian, on which every plot, which forms a part of his holding, is identifiable, and against each is noted, whether his landlord is entitled to demand a cash or a produce rent, and in respect of 11,466 out of a total of 11,690 tenants, we have recorded their rights to hold as a rent-free holder, a tenant at fixed rates, or a tenant with rights of occupancy. The question of what lands were liable to pay cash rent and what lands produce rent, was most carefully gone into, and, though effect could not be given to the tenants' desire to have the bulk of their holdings recorded as on cash rent, the final differentiation of the two classes of land, as shown on the khatians, should render future attempts to follow out the late Raja's policy impossible, provided, of course, the tenants stand up for their rights.

115. As regards cash rents, the Raja's exorbitant demands were to a large extent cut down, and comparatively reasonable rents and rates of rent, at which the tenants are liable to pay, have been recorded. So long, however, as the

tenants recognise the landlord's right arbitrarily to alter classification of lands, the danger of their being made liable to considerably enhanced rents, will continue. It is true that it was only in respect of sugarcane grown on lands ordinarily held on produce rent, that the rate, at which cash rents were payable, has been recorded, and in respect of the rest of the holding a lump rental has been attested. But it is in the lump rental recorded on the khatians, and in the fact that locally distinction is made between rates for different classes of soil, or rather for different crops, that the danger lies. Had the rate system depended on a permanent classification of soil, we could have recorded against each plot its classification and the rent rate. As, however, the system of rates is a purely arbitrary one, depending on the particular crop grown (or what the landlord's agent thinks might have been grown), it was obviously impossible to record either classification or rates. Throughout the operations it was assumed, that the landlord had no legal right to alter classification or rates, and it was impressed on the tenants, that what they were concerned with was the lump rentals recorded, and not with rates for different crops. If this has the result of making the tenants pay merely the amount shown on their khatian plus rent at the rate attested for such *bhaoli* lands as they plant from time to time with sugarcane, the main object of attestation will have been attained. Among the more ignorant tenants in the south, however, I fear there will be a tendency to agree to pay higher rents where they happen to grow such crops as poppy and vegetables on lands formerly classed and rated as *maruarabi* or *chakath* and, that that the landlords' agents will demand higher rent in such cases, I feel fairly confident. Much, therefore, depends on the attitude adopted by the tenant. If they insist on paying only what has been recorded as the rent they are liable to pay, they will, I believe, be supported by the Courts. Once, however, they admit the landlords' right to revise classifications and alter the rents accordingly, they will be little, if any, better off, as regards cash rents than they were prior to settlement operations.

116. As regards the third point, oppressive and exorbitant appraisalment, except in the few cases where the Commissioner has allowed commutation our settlement operations have done, and could do, but little to help the tenant.

Oppressive system of appraisalment.

The definite limitation of the *bhaoli* area is a step in the right direction, and this combined with the fact that each tenant's holding is also defined, should prevent applications for appraisalment being delayed by side issues as to the title of the tenants in the land in respect of which appraisalment by the Collector is asked for. The failure of applications for commutation on account of wrong findings on such side issues is also provided for. But the record can do little to stop the landlord overestimating produce, or delaying appraisalment till the crop is so nearly rotting on the fields that the tenant is bound to accept practically any terms. The only remedy that I can see for this, is to make such applications for appraisalment more popular and their disposal more expeditious. I would suggest that in section 69 of the Tenancy Act it might be provided that

Suggested amendment to section 69. application for appraisalment might be entertained, where the Collector is satisfied that the appraisalment in a previous season had been oppressive and there

was reason to believe that the party applying would not be fairly treated in respect of the appraisalment of the growing crop. Such an application could be filed in sufficient time to provide for the entertainment of a special officer to appraise such crops, if covering a large area. The objection to the existing section is that the application cannot be made until the proper time for appraisalment is past. The summary provision in sub-section (?) might also be extended, so as to give the Collector power to order appraisalment in any village or local area, where he has reason to believe the appraisalment made by the landlord is ordinarily unfair to the tenant. The main point, however, is to provide that appraisalment, where asked for and ordered, should be made in good time, that it should be done as cheaply as possible, and that in distributing the costs thereof the Collector should be empowered, where the application is made for the reasons assigned in the existing law, to order the whole or any part of the cost to be borne by the party responsible for the state of things, which led to the application being made.

117. The record, including the record of customary rights, defines the right of the landlord and tenant in the homestead lands, in trees, and in common pasturage lands. It defines the manner in which appraisement is customarily made and the various payments due to the persons concerned therein, besides specifying the landlord's and tenant's respective shares in the produce. To some extent, also, the rights and duties of landlords and tenants in respect of irrigation are defined, and the omission from the record of customary rights of certain customs which are opposed to the law may perhaps tend towards their disuse.

The value of other entries in the record.

118. Except, therefore, for a general commutation of produce into cash rents, the record prepared is calculated to protect the tenant, provided always that he has the common sense to use it for that purpose. Probably many of the tenants will not do so at first, and will thereby lose many of the advantages conferred on them by and in it. Others, and I hope, a majority of them, will take the opportunity offered them from the first, and the results of their doing so will presumably have some educative effect on the rest.

The use of the record by the tenants.

119. In conclusion, I would offer the suggestion that when the rest of the Gaya district comes under survey and settlement operations some six or seven years hence, the work done in this estate should be revised, and the records brought up to date, at an early stage in the general district operations, so that such lessons as may be learnt in the course of revision may be applied in dealing with other properties in the same district, where though the relations between landlord and tenants have never been so strained as in Maksudpur, similar conditions as to uncertainty of tenure and rents are known to prevail.

Revision of the record.

120. The work was, throughout, difficult, and called for the exercise of very considerable intelligence and tact, on the part of the staff employed. My special thanks are due to Babu Bhupendra Nath Gupta, who throughout the operations displayed a very considerable measure of both these qualities, besides being largely responsible not only for much of the original work under all branches, but also for the general arrangements for and control of the staff employed. Mr. S. S. Day worked well both as a khanapuri and as an attestation officer, and Moulvi Mokimuddin Ahmed did a lot of useful and honest work as khanapuri kanungo. I would express my grateful acknowledgements to Mr. J. H. Kerr, who preceded me in the control of the work, and to Messrs. Lyon, Allen, and Maddox, who as Directors of Land Records, watched the proceedings throughout with special interest, and while holding themselves responsible for the general principles on which the work was done, were ever ready with advice and instruction not only as to principles, but on all matters of detail referred to them. To Mr. C. E. Oldham, Collector of the district, my thanks are due not only for his ready co-operation with the Settlement staff on all occasions but for advice on many points where his intimate acquaintance with the conditions of landholding in the district made it specially valuable,

APPENDIX B.

List of villages in Maksudpur Estate in Gaya District.

Names of villages.		Area in acres.	Names of villages.		Area in ac. ca.
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.	Pariapur ...	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.	Jharnaohak ...	179
42.	Maharajbigha alias Padam Chak ...	381 & 660	110.	Partappur Murgiaohak ...	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.	Paohamba ...	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.	NAME 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.					Net cropped area.	Current fallow.	CULTURABLE AREA OTHER THAN CURRENT FALLOW.				AREA NOT AVAILABLE FOR CULTIVATION.			Total.		
			Bhadol.	Aghani.	Babi.	Total.	Diastia.			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	2,678	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	92	69	9	1,735	59	368	295	716	
9	10	Samae ...	307	628	591	1,726	319	1,407	365	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	658	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	3,434	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	...	...	4	...	...	...	...
4	5	Bhelawar ...	348	836	314	56	...	...	...	180	195	...	...	46	...	...	...	...
5	6	Okri ...	274	1,457	1,052	36	...	...	...	175	941	...	...	22	...	...	...	...
6	7	Sonsat ...	2,736	21,221	7,575	1,480	...	...	...	2,524	3,627	...	...	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	2,663	...	...	235	...	...	...	...
11	12	Pachrukhi ...	22,396	23,218	1,540	212	...	...	...	590	932	...	...	322	...	...	...	...
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.	Agvani.	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								
2	2	Kutumba	10	187		41	16			25		153	22	159	100			1								
3	2	Ekil		214		4	28			25	9	23		91	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	60	324	30				
7	23	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	181						
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	418	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	Ekil				20													435	22	393	
4	1	Bhelawar				16													614	32	519	
5	5	Okri				39													1,773	51	1,211	
6	2	Sonaut			7	232													12,223	76	11,425	
7	23	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	5,290	31,681	

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	3	...	...	30	...	
4	1	Bhelawar	51	77	48	80	81	...	32	1	...	...	33	...	
5	8	Okri	150	92	143	93	208	203	35	4	...	...	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	226	783	618	553	52	...	...	461	...	
8	16	Maher	740	851	319	238	677	47	430	26	...	...	423	23	
9	4	Samae	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	Fachrukhi	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-IV.

Abstract of Records-of-Rights, Maksudpur Estate, District Gaya.

Serial number.	Total number of villages.	NAME OF PARGANAS.	PROPRIETOR'S SIKAT.			HELD BY PROPRIETORS BUT NOT SIKAT.			IN CULTIVATING POSSESSION OF TENURE HOLDERS.			RAIYATS AT FIXED RENTS.						SETTLED OR OCCUPANCY RAIYATS.												
			Number of holdings.	Cultivated area.	Uncultivated area.	Total of area.	Number of holdings.	Cultivated area.	Uncultivated area.	Total of area.	Number of holdings.	Cultivated area.	Uncultivated area.	Total of area.	Amount of rent.	Rent per cultivated area.	Rent per acre as entered in khata.	Number of holdings.	Cultivated area.	Uncultivated area.	Total of area.	Area on produce rent.	Amount of rent.	Average rate per acre of cultivated area.	Average rate per acre of total area.					
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	27	28	29	30	
1	3	Goh ...	...	...	...	5	88	...	82	6	30	...	39	...	...	...	...	...	Rs. A. P.	Rs. A. P.	Rs. A. P.	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
2	4	Kutumba ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
3	4	Ekil ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
4	4	Bhelawar ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
5	4	Okri ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
6	4	Sonant ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
7	4	Narhat ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
8	4	Mahar ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
9	4	Samae ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
10	4	Jarra ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
11	4	Pachrukhi ...	...	...	...	1	88	...	4	...	...	...	...	...	...	...	...	...	...	...	...	908	150	7	168	726	3,326	3 3	14 10 5	14 0 5
180		Total	...	...	...	55	400	...	402	71	329	...	330	...	37	60	19	79	116 13 9	1 15 3	1 7 8	10,908	8,857	966	9,863	39,745	56,263	3 6	6 6 8	6 11 8

111A

Serial number.	Total number of villages.	NAME OF PARGANAS.	NON-OCCUPANCY RAIYATS, INCLUDING DIARA RAIYATS.						RENT-FREE-HOLDERS.			UNOCCUPIED.		UNDER-RAIYATS.						REMARKS.							
			Number of holdings.	Cultivated area.	Uncultivated area.	Total of area.	Area on produce rent.	Amount of rent.	Average rate per acre of cultivated area.	Average rate per acre of total area.	Number of holdings.	Cultivated area.	Uncultivated area.	Total of area.	Number of holdings.	Area.	Kaisar-Hind.	Total area of village.	Number of holdings.		Cultivated area.	Uncultivated area.	Total of area.	Area on produce rent.	Amount of rent.	Average rate per acre of cultivated area.	Average rate per acre of total area.
1	2	3	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
1	3	Goh ...	1	...	...	...	...	Rs. A. P.	Rs. A. P.	Rs. A. P.	26	88	...	82	6	30	...	39	...	...	...	...	...	...	...	...	...
2	4	Kutumba ...	1	...	...	...	...	63 12 0	1 14 0	1 10 8	13	18	...	65	17	319	...	17	...	...	...	...	...	...	...	...	...
3	4	Ekil ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
4	4	Bhelawar ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
5	4	Okri ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
6	4	Sonant ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
7	4	Narhat ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
8	4	Mahar ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
9	4	Samae ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
10	4	Jarra ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
11	4	Pachrukhi ...	1	...	...	...	...	...	...	...	24	19	...	19	8	284	...	24	...	...	...	...	...	...	...	...	...
180		Total	244	269	22	234	423	490 8 8	2 6 10	2 1 6	441	391	148	536	673	41,704	311	83,684	238	51	3	24	108	81 13 6	3 10 3	3 6 6	

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	430	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 ... ..	...	40	40	...	9	9	...	...	...	10	...	190 2 0	190 2 0	...	39 14 0	39 14 0	...	...	100 0 0	...	14 14 0
	Sonant	1	81	83	...	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 ... ..	...	19	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 3
	Jarra	5	...	...	...	...	...	...	...	...	1	48 0 0	21 0 0	63 0 0	37 13 4	21 0 0	56 4 0	131 13 1	...	8 6 1	...	2,100 0 0
	Pachrukhi ... ..	...	1'36	1'36	...	...	...	...	...	...	2	...	83 0 0	83 0 0	...	20 0 0	20 0 0	...	...	21 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 0 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 (3)	...	...	...	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> </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> </tr> <tr> <td>or 22½ seers per rupee.</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> </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> </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	
	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	2 12 6																									
Homestead land 1k. 4dh. at																													
Rs. 14 per bigha	0	14	0																										
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	<i>Nil</i>																									
Excess	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 (mehi dhan).	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	1	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		
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.

X723-25392MAK

D7

98124