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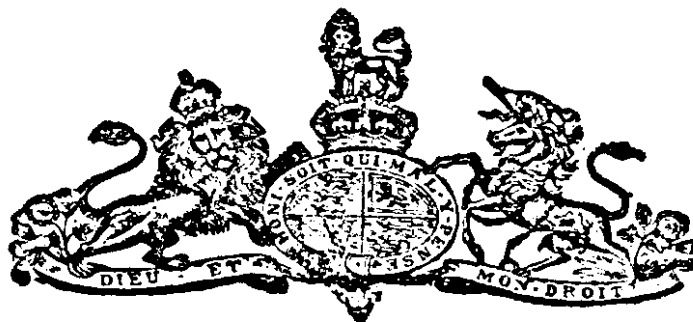
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Final report on the
settlement of fair
rents in the Rajhat
and Farrowah estates
(Bihar and Orissa)

FINAL REPORT
ON
THE SETTLEMENT OF FAIR RENTS
IN THE
RAJGHAT AND FARROWAH ESTATES
MADE
UNDER SEC. 112 OF THE BENGAL TENANCY ACT

BY
BABU PHANINDRA NATH GUPTA
Revenue Officer
1919



PATNA:
SUPERINTENDENT, GOVERNMENT PRINTING, BIHAR AND ORISSA.

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DEPARTMENT OF LAND RECORDS AND SURVEYS, BIHAR AND
ORISSA.

No. 3826.

FROM

P. W. MURPHY, Esq., I.C.S.,
DIRECTOR OF THE DEPARTMENT OF
LAND RECORDS AND SURVEYS BIHAR AND ORISSA.

TO

THE SECRETARY TO THE BOARD OF REVENUE,
BIHAR AND ORISSA.

Dated Patna, the 29th November, 1919.

SIR,

IN notification No. $\frac{Pb.R.}{8-0}$, dated the 4th February, 1919, published in the *Bihar and Orissa Gazette* of 4th February, 1918, the Lieutenant-Governor in Council, with the previous sanction of the Governor-General in Council, directed that a settlement of fair rents should be made, under section 112 of the Bengal Tenancy Act, in nine villages held on a mukarrari lease from the Bettiah Estate by the proprietor of the Rajghat Indigo Factory in Champaran. This settlement was originally suggested in 1917 by the Committee appointed to investigate agrarian conditions in Champaran, the grounds for their recommendation being given in paragraph 12 of their report. The fair rent settlement has been carried out by the Settlement Officer of North Bihar, and I have the honour to submit the rent-rolls and the Revenue Officer's report for confirmation, under section 112 (1) of the Bengal Tenancy Act, by the Governor General in Council.

2. To settle fair rents in these villages by the method usually adopted in other Provinces, *viz.*, by a revision of the prevailing rates, was impossible for the same reason which forbids its adoption throughout the greater part of this Province. No definite rates or classes of land are locally recognized, the rents being merely lump rentals. The settlement of fair rents therefore resolved itself into a process of determining (1) what addition, if any, should be made to the tenants' rents in respect of excess areas which had hitherto escaped assessment, and (2) what enhancement should be allowed on the ground of rise in prices.

3. The nine villages have been in mukarrari lease to the Indigo Factory since 1888, and were previously held on temporary leases by the factory proprietors. The leases of five of the villages go back to the year 1865 and of the remaining five to 1876. From the time they were first given in lease there has been no attempt to raise the raiyats' rents. In investigating prices the Settlement Officer has not gone back so far as 1865. He has allowed an enhancement of three annas in the rupee, a figure which the landlords have accepted without demur, and which is certainly not excessive, seeing that a comparison of the average prices of the decade 1898—1907 with those of 1908—1917 shows a rise of over 4½ annas in the rupee. The total enhancement given on the ground of rise in prices comes to Rs. 1,750 or about 19 per cent. of the original rental.

4. Besides making no attempt to enhance the rentals originally fixed, the factory has shown great leniency in the matter of assessing areas added to their holdings by the tenants. Even when it was brought to notice, during the original settlement operations in Champaran, that the tenants were in possession of areas for which they paid no rent, no application was made for assessment of these areas. This forbearance was undoubtedly inspired by the understanding which prevailed in most of the Champaran Indigo Factories, viz., that so long as the raiyats continued to grow indigo their rents should not be interfered with. Now that the Champaran Agrarian Act has released the tenants from their obligation to grow indigo it is only fair that a final decision should be given on the points which have hitherto remained in abeyance. The Settlement Officer found that the areas entered in the landlords' rent-roll were originally based on a measurement. In view of the notorious inaccuracy of private measurements, and of the length of time during which the tenants have been allowed to encroach on uncultivated lands without interference from the landlords, he has, before comparing the areas shown in the rent-roll with the actual area of the holdings, deducted 20 per cent. from the latter, an unusually liberal allowance. After making this deduction the rent assessable on the excess area comes to about Rs. 520 or approximately 5 per cent. of the original rental. The net result of the proceedings is to raise the rents payable to the factory from Rs. 9,820 to Rs. 12,072, an increase of 24 per cent. Having regard to all the facts of the case this enhancement is in my opinion not unfair. The average incidence of the rents settled as fair is slightly over Rs. 3-1-0 per acre.

5. No enhancement has been allowed in the rents of 85 privileged tenancies known as *brit-bandobasti*. These are said to be lands originally rent-free, the holders of which agreed, many years ago, to pay a light assessment. They have never grown indigo, so that the reasons which induced the landlords to refrain from applying in the ordinary course for a settlement of fair rents under section 105 of the Tenancy Act in the case of the other holdings, did not exist in their case.

I have the honour to be,

SIR,

Your most obedient Servant,

P. W. MURPHY,

*Director of Land Records and
Surveys, Bihar and Orissa.*

Final Report of settlement of rent under section 112 of the Bengal Tenancy Act.

On the basis of the proposals for settlement of rent as approved of by the Settlement Officer, the rents of the tenants in the 9 mokarrari villages of the Rajghat Factory have been settled with the following results :—

2. *Tenancies*.—The following tenancies existed before the disposal of section 104-E, objections besides the Balagan and Jagir lands :—

Nakdi	...	...	...	...	...	1,405
Kabil-lagan	...	...	...	...	...	61
<i>Brit-bandobasti</i>	...	...	...	...	...	88
Shikmi	...	...	...	...	...	87

Out of these one *Brit-bandobasti* tenuro has been corrected to *Brit* during disposal of objections under section 104-E., and so the number is reduced to 83. The Kabil-lagan holdings have also been reduced to 60 after disposal of objections under section 104-E.

3. *Section 52 (a)*.—This section has been applied in case of all excesses found by comparison of the present settlement area with the *jamabandi* area of 1300 *Fasli* where the rents of the holdings were found unaltered after allowing 4 cuttas in every bigha for difference in the system of measurement and the probable error of the length of the *laqqi*.

Two hundred and fifty-four holdings have been affected raising the rents by Rs. 246-15-6 during settlement of rent under section 104-A.

There were 117 objections under section 104-E., in which the landlord having succeeded in proving settlements and reductions of particular areas to and from the old holdings which have otherwise remained the same, additional rent was allowed on the same principle after giving the same allowance. The amount thus increased is Rs. 233-7-6.

The total rent assessed for excess area alone is Rs. 480-7-0.

4. *Section 52 (b)*.—In case of 4 tenancies only the rents have been decreased for decrease in area after giving the allowance of 4 cuttas per bigha. The total reduction is Re. 1-5-0. In objections under section 104-E., the rent of one tenant (Serial No. 24 of Pakaria) has been reduced for decrease in area. The rent reduced is Re. 1-3-6.

5. *Enhancement under section 39 (b), Bengal Tenancy Act*.—The rents of 1,354 tenants have been enhanced at 3 annas in the rupee.

The total amount of enhancement under this section has been Rs. 1,748-12-6. Out of this amount Rs. 6-8-3 has been allowed on objections under section 104-E. The remainder has been allowed under section 104-A.

6. *Case of no enhancement*.—Enhancement has not been allowed in 51 cases in which the existing rents have been settled as fair and equitable. The main reason for not allowing enhancement is the age of the holdings which is less than 10 years. In one case (Serial No. 137 of Bishunpura) the enhancements allowed under section 104-A, was cancelled by objection under section 104-E., as it was proved that the existing rent was settled with the tenant at an enhanced rate within the last 15 years.

In case of 85 *Brit-bandobasti* tenancies the rents have not been enhanced as not enhancible. Out of these 38 have been recorded in *khevals* as tenures and 47 in *khafians* as raiyats. In case of these tenants also no enhancement of their existing rents have been allowed in this proceeding.

The rents of Sharahmoiyan tenants have also been left untouched.

7. *Kabil-lagan*.—The rents of 60 *Kabil-lagan* holdings have been assessed to rent at the average rates of their raiyati rent-paying holdings enhanced by 3 annas in the rupee. In cases where the tenants have no raiyati holding in the village, the average rate of rent in the village plus 3 annas in the rupee has been adopted for assessment.

In one case (Serial No. 64 of tola Jagarnathpur) a *Kabil-lagan* holding was converted to form part of a rent-paying holding on objection under section 104-E.

8. *Shikmis*.—The rents of 87 *shikmi* tenants have been enhanced at 3 annas in the rupee. The total enhancement in these cases has come to Rs. 49-7-0.

9. *Draft publication*.—The rent rolls after settlement of rent under section 104-A. were draft published on the dates mentioned against each village as follows:—

(1) Baijnathpur	...	...	...	...	20-2-1919.
(2) Jamunia	...	...	...	...	21-2-1919.
(3) Bisambharpur	...	...	...	...	21-2-1919.
(4) Hardia ..	...	...	...	...	21-2-1919.
(5) Jagarnathpur	...	...	...	...	22-2-1919.
(6) Bisunpura	...	...	...	...	21-2-1919.
(7) Pakaria	...	...	...	...	22-2-1919.
(8) Rampur Bairagi	...	...	...	...	22-2-1919.
(9) Amwa Majhan	...	...	...	...	20-2-1919.

10. *Section 104-E: Objections*.—The total number of objections filed was 471.

They may be classified as follows:—

	Total No.	Allowed.	Disallowed.	Withdrawn.
1	2	3	4	5
1. Claim for excess area filed by landlord.	174	117	91	26
2. Objections made by tenants against enhancement.	232	3	230	...
3. Miscellaneous claims made by tenants.	7	3	4	...
4. Claim for correction of existing rents.	6	6	...	...
5. Sharahmoiyan claim made by tenants.	8	...	8	...
6. Objections made by tenants against excess area allowed under section 104-A.	44	...	44	...
Total	471	126	317	28

(1) Excess area has been allowed in cases where actual settlements are proved. In 31 cases the landlord failed to prove actual settlement of particular areas and so the claim has been disallowed. In 26 cases, the objections were found to have been made on tenancies in which excess area was already allowed under section 104-A., and so they were withdrawn.

(2) The tenants preferred a general objection against the enhancement allowed under section 104-A., but as no good grounds were put forward these objections have been disallowed. Only in 2 cases it was proved by the tenants that their rents were enhanced within the last 15 years and so their enhancements were cut down.

(3) In one case the rent of a *khevat* was wrongly recorded and it was enhanced. In another case the rent was reduced for decrease in area found in the holding. In the third case the area of a holding was found wrong and corrected.

In the last case a holding which was recorded *Kabil-lagan* was found to form part of a *nagdi* holding and so corrected.

(4) In six cases the existing rents recorded were found wrong and so corrected.

(5) The Sharahmoiyan claims were disallowed.

(6) The objections of tenants against the excess areas allowed under section 104-A., were disallowed as they had admitted that the *jamabundi* areas were all based on measurement.

11. *Increase in assets.*—The result of rent settlement under section 112 is as follows:—

	Before enhance- ment.	After enhance- ment.	Net result.
1	2	3	4
	Rs. a. p.	Rs. a. p.	Rs. a. p.
<i>Nakdi</i> rent	9,600 4 9	11,832 5 6	+ 2,232 0 9
Rent of <i>Kabil-lagan</i> lands ... ..	...	38 11 0	+ 38 11 0
Rent of <i>Brit-bandobasti</i> tenants	219 0 0	201 0 0	— 18 0 0
	9,819 4 9	12,072 0 6	+ 2,252 11 9
Rents of raiyats under <i>Brit-bandobasti</i> - dars.	208 1 3	208 1 3	...
Rent of <i>Shikmi</i> tenants	263 9 3	313 0 6	+ 49 7 0

12. *Conclusion.*—The asset of the mokrari tenure has increased by 23.9 per cent. All these rents have been entered in the schedule annexed to the proceeding of each village and the orders on objections under section 104-E. have also been embodied therein.

The rents entered in column 13 of the schedule have been settled as fair and equitable under section 112, Bengal Tenancy Act.

Submitted for confirmation by the Governor-General in Council.

CHAPRA :

PHANINDRANATH GUPTA,

The 16th July 1919.

Revenue Officer.

Serial No.	Thana No.	Name of villages.	Tot. khats of kaimi.	Jambandi area.	Survey area.	Atreat d rent.	51(0).	52(4).	30(7).	Total.	Kabil-lagan.			Brit-bandobastidar and their tenants.		Shikm.		Total.			Remarks.
											Total khats.	Area.	Rent.	Khats.	Rent.	Khats.	Rent.	Khats.	Area.	Rent.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	246	Bajnathpur	10	B. k. d. 292 16 19	B. k. dh. 298 2 17	Bs. a. p. 7 3 5 9	3 10 6		142 1 9	919 13 0	1 0 14 4	2 6 5	1	10 6 6	4	9 5 6	116	296 17 1	918 4 8		
		By section 104 E. B. T. A.					2 5 00			2 5 6											
							5 0 0			921 2 6											
2	254	Jamoula	103	676 16 12	686 0 14	1,265 4 2	48 2 6		249 0 3	1,656 7 0	4 0 13 15	2 1 3	1	1 2 0	20	147 3 0	224	696 14 0	1,341 0 9		
		By section 104 K. B. T. A.					5 12 3		5 6 0	34 3 0											
							1,271 0 6		254 6 3	1,690 10 0											
3	253	Bishumbharpur	116	393 12 13	341 6 10	780 9 3	81 3 6		138 0 6	938 13 3	3 1 17 6	6 11 0	11	44 3 6	4	11 9 0	163	346 3 15	1,015 5 3		
		By section 104 K. B. T. A.					4 4 0		2 3 3	13 11 6											
							773 13 3		140 3 9	951 24 9											
4	180	Hardia	141	200 1 6	271 2 18	950 7 9	8 1 0	0 3 6	128 4 6	1,123 9 9	3 0 10 12	2 1 0			1	6 12 0	145	276 12 10	1,139 7 9		
		By section 104 E. B. T. A.					3 3 0		1 1 0	2 1 0											
							8 4 0		167 3 6	1,125 10 9											
5	251	Jagarathpur	63	190 15 19	161 17 18	482 4 0	33 2 9		91 11 9	607 2 6	2 0 8 17	1 3 9	18	43 6 5	6	23 0 0	30	187 13 7	704 3 2		
		By section 104 K. B. T. A.					2 8 5			20 5 0											
							197 4 10			627 7 0											
6	180	Bishunpur	101	431 2 2	524 10 3	1,331 8 6	40 11 6		220 4 0	1,552 2 0	20 3 0 17	6 4 2	2	7 9 4	3	3 2 0	310	513 11 0	1,665 11 9		
		By section 104 E. B. T. A.					36 4 0			36 4 0											
							76 16 6			1,628 12 0											
7	174	Pakaria	242	651 14 7	652 0 10	1,661 6 6	62 5 0	0 8 3	283 1 6	1,944 13 3	5 0 8 4	1 2 6	20	134 5 9	17	26 6 9	2 4	653 2 14	2,597 5 9		
		By section 104 E. B. T. A.					50 6 0			50 6 0			1	18 0 0						18 0 0	
							112 11 0			0 36 2 3			19	116 5 2						2,180 2 3	
8	252	Rampur Bairagi	39	114 14 3	114 1 1	266 13 0	3 9 0	0 8 3	49 11 9	315 2 3					4	9 4 6	43	116 1 1	330 13 9		
9	260	Anwa Majbar	280	797 13 16	812 17 8	2,020 1 3	26 2 0		272 2 2	2,432 6 6	19 5 2 4	16 6 9	23	175 2 0	23	68 12 3	254	617 19 12	2,779 16 0		
		By section 104 E. B. T. A.					96 11 0			96 11 0											
							136 12 0			2,519 2 6											
		Total	1,401	2,713 2 16	2,708 18 6	9,600 4 9	246 16 6	1 5 0	1,724 4 2	11,880 3 6	20 11 15 9	22 11 0	26	427 1 3	67	312 0 6	1,637	3,612 1 10	11,609 0 3		
		By section 104 E. B. T. A.	4		2 6 15	10 0 3	223 7 6		6 2 3	250 0 0			1	18 0 0						18 0 0	
		Grand Total	1,405		3,001 5 11	9,610 5 0	469 7 0		1,730 10 6	12,130 3 6			27	445 1 3						12,629 0 3	

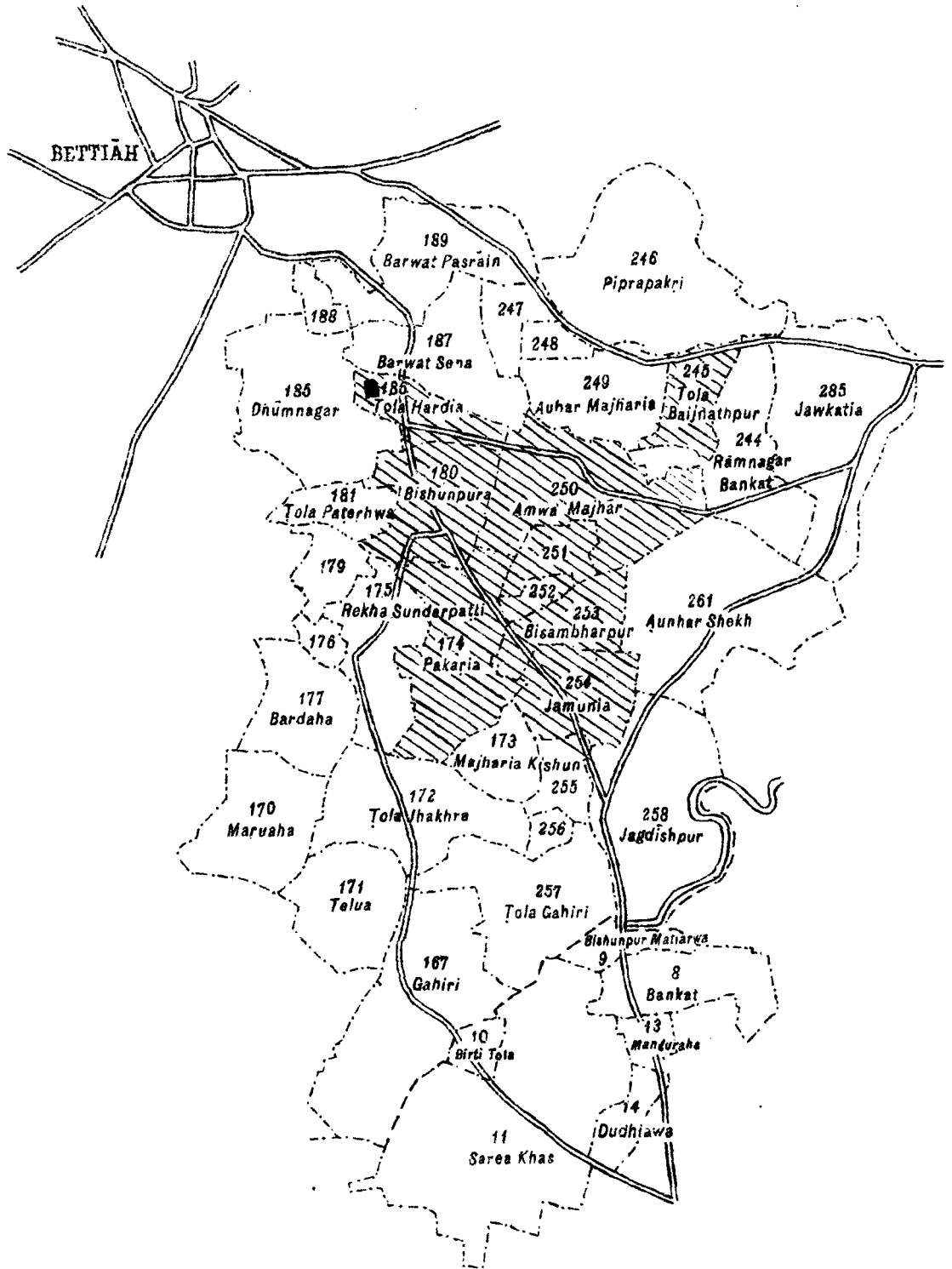
Classification of disposal of objections under section 104-E, Bengal Tenancy Act (section 112, Bengal Tenancy Act).

1	2	3	4		5		6		7		8		9		10
Serial No.	Name of Village	Total of section 104(c).	Excess area. Landlord vs. Tenants.		Correction of existing rent. Landlord vs. Tenants.		Sharemoiyam. Tenants vs. Landlord.		Enhancement. Tenants vs. Landlord.		Excess area. Tenants vs. Landlord.		Miscellaneous. Tenants vs. Landlord.		Remarks.
			A.	D.	A.	D.	A.	D.	A.	D.	A.	D.	A.	D.	
1	Jagirnathpur	38	4	...	...	...	...	3	...	25	...	4	2	...	
2	Jamunia	35	13	10	4	1	...	2	...	5	...	...	...	1	
3	Bishambharpur	64	11	15	2	...	...	2	...	26	...	8	...	...
4	Hardia	38	4	2	...	...	...	...	1	30	...	1	...	...
5	Baijnathpur	5	2	3	...	...	...	...	...	...	...	...	...	...
6	Bishunpura	45	12	...	...	...	...	...	1	28	...	4	...	...
7	Pakaria	56	31	...	...	...	...	1	...	18	...	4	2	...	
8	Rampur Bairagi	15	...	1	...	...	...	...	...	12	...	2	...	...
9	Amwamajhor	175	40	26	...	...	...	...	...	86	...	21	...	2	
	Total	471	117	57	6	...	...	8	2	230	...	44	4	3	

THANA BETTIĀH DISTRICT CHAMPĀRAN

Map of Rajghat Factory Mokarrari Villages
(Showing communication with Bettiāh)

Scale 1" = 2 Miles



—REFERENCES—

- 175 Līlapātti
- 179 Churāmanpātti
- 188 Changāha
- 247 Garrot Lachhūu
- 256 Rūpāh
- 251 Tola Jagannāthpur
- 252 Rāmpur Bairāgi
- 255 Bahuarwa
- 258 Tola Halknorwa

P. J. Singh
Assistant Settlement Officer

Mokarrari Villages Shown thus
Factory

Proposal for settlement of fair rents under section 112, Bengal Tenancy Act, in the mokarrari villages of the Rajghat and Farrowah Estates, Limited, in the district of Champaran.

Notification.—The Government order sanctioning proceedings under section 112, Bengal Tenancy Act, has been published in notification No. 752-B., of the *Bihar and Orissa Gazette* issue, dated the 4th February 1918 (copy of notification. Appendix I).

2. *Number of villages.*—The following 9 villages form the subject matter of the report :—

Name of villages.	Thana No.	Thana.
1	2	3
1. Pakararia ✓	174	Bettiah.
2. Bishunpura ... ✓	180	Do.
3. Tola Hardia... ✓	186	Do.
4. Tola Baijnathpur ✓	245	Do.
5. Amwa Majhar ✓	250	Do.
6. Tola Jaganathpur ✓	251	Do.
7. Rampur Bairagi ✓	252	Do.
8. Bisambharpur ✓	253	Do.
9. Jamunia ✓	254	Do.

3. *Situation and communication.*—The villages are in one block and they are intercepted by two District Board roads—(1) from Bettiah to Gobindgunj, and (2) from Bishunpura to Jaokatia. The total length of the District Board roads included in these villages is 114 acres, *i.e.*, 69 bighas 9 kathas and 14 dhors (local). The first village from Bettiah is Hardia and it is 3 miles to the south on the road to Gobindgunj. There is a net-work of village roads through all these villages making communication easy between themselves and Bettiah.

4. The entire block is bounded on the north by thicca villages held by Rajghat and Chanpatia factories; south by thicca villages in Rajghat and Gahiri factories; east by Mokarari villages of Lalsaraiya factory; and west by thicca villages of the Rajghat factory.

5. The mokarraridar has got the headquarters in the Rajghat factory in village Bisunpura and there is a branch factory in village Amwa, about 2 miles apart from each other. There were Managers in both these factories and the present managers are :—

(1) Mr. H. L. Curtis in Rajghat and in Farrowah.

(2) Mr. G. C. Lees in charge of the Estate. Late Mr. H. W. Apperley was the manager of Rajghat factory till July 1918, when he died in harness, and he was reported to be the oldest and the best planter in the district of Champaran. After his death Mr. G. C. Lees of the Lalsaraiyah factory is in executive charge of the factories concerned, and he is representing the mokarraridar during the present proceedings, as he alone has got the power of attorney.

6. *Area*.—The area of the entire block under report is 8,743 acres 43 decimals=5,818 bighas 18 katha 9 dhoor by local measure. A comparative statement of last and present settlement areas of the nine villages will be found in Appendix II.

7. *Post Office*.—The villages are under the jurisdiction of the Bettiah Post and Telegraph Offices.

8. *Markets*.—Within the villages concerned there are two markets :—

(1) Bishunpura (Kathaiya)—held each Monday and Saturday.

(2) Amwa—held each Friday and Monday.

These are small markets where dealings in grains are scanty. There are big markets in Bettiah, Jagadishpur and Banhoura. Bettiah is 3 miles from Hardia, Jagadishpur is 2 miles south of Jamunia and Banhoura is two miles to the west of Pakaria.

9. *Local weight*.—11 gundas of Dhebua=1 local seer.

8 seers=1 paseri.

8 paseris=1 maund (local).

11 paseris=1 maund (standard wt.)

10. *Physical features*.—The general aspect of the villages is that they consist of one flat level upland intercepted by two *Mans* (beds of small rivers) running in a zigzag way through villages Bishunpura, Hardia, Amwa and Pakaria. The uplands slope down to these *Mans* which form the only lowlands in these villages. There are varying depths of water in these *Mans* and paddy is grown in some places on their beds. During rains, they become full and look like rivers. Both the factories have been built on the banks of the *Mans* where there is enough water.

11. *Soil*.—The soil of the uplands is called *Balsundri* and it contains 75 per cent. of earth and 25 per cent. of sand. The lowlands are called *Matiar* which contains almost cent per cent. of earth. In the *Mans* there are both *Matiar* lands and sandy lands. In the *Matiar* portions paddy is cultivated, and in the sandy portion nothing is grown. The portions of the *Mans* which contain water almost in all the month of the year there is sand, and they are not arable.

12. *Crop*.—In the Balsundri lands two crops are raised—*bhadoi* and *rabi*.

The *bhadoi* crops are *bhadoi* paddy, *makai*, *kodo*, *shamd*, *tangni*, *marua* etc.

The *rabi* crops are *jao*, *gehun*, *matar*, *rahar*.

In the *matiar* lands, *aghany* paddy is grown.

13. *Outturn*.—The landlords and tenants both agree as to the outturns of the lands as follows :—

Paddy aghany.—20 to 25 maunds in the best years and 5 maunds in bad years.

Makai.—20 maunds in the best years and 5 maunds in bad years.

Rabi.—10 to 15 maunds in best year and 5 maunds in bad years.

The *aghany* paddy is grown in the *Nasi* which gets overflooded almost every year and within the last 10 years, there were at least 4 bad years as admitted by the Patwaries themselves.

From the results of the crop-cutting experiments (*vide* Appendix VIII) made by me in the last November on the *aghany* paddy it will appear that there are bad as well as good lands in Dhanhar area. The average outturn comes to 17 maunds per bigha by standard weight, which will be equivalent to 23½ maunds by local weight. This year the crop in these Dhanhar lands

has been good as there was no rain and less water in the *Mans*. The result of crop-cutting experiment tallies with the statement made by witnesses whose estimate is 20 to 25 maunds per bigha in good years.

I therefore take 14 maunds of paddy per bigha to be an average outturn of paddy fields.

Makai 12 maunds per bigha and *jao* and *gehu* 8 maunds per bigha are considered by me to be fair averages representing the outturn of the uplands.

Makai, *jao* and *gehum* being the principal food-crops, I take the outturns of these only. The other crops are all of cheaper price than these and the outturns are also not more than what is stated for the principal crops. In that case these average outturns would represent more in value in case of fields in which the other crops are grown:

14. *Irrigation*.—There is no means of irrigating the fields of the tenants.

The success or failure of the crop depends upon the sufficiency or insufficiency of rain water.

15. *Description and early history*.—The proprietress of these villages is Maharani Janaki Kuar of Bettiah, and her estate is under the management of the Court of Wards. The present Manager is Mr. J. T. Whitty, C.I.E., I.C.S. The previous Manager was Mr. J. R. Lewis during whose incumbency the Estate came under Court of Wards. His predecessor, Mr. J. M. Gibbon, was Manager when the proprietor managed the Estate independently. The villages form part of the Ahiraulia Mahal bearing Tauzi No. 951, and are included in Tappa Khadda, pargana Majhowa and thana Bettiah.

The villages are at present held on mokarrari lease by Mr. W. Maxwell who is the proprietor of the Rajghat and Farrowah Estate, Limited, and he came in possession of this property by purchase under a registered deed executed in his favour by Mr. J. J. McLeod of the Lalsaraiyah Factory on the 7th November 1913.

The latter held the villages along with other villages on mokarrari which was created by a registered *patta*, dated 28th November 1888. The same Factory (Lalsaraiyah) held the villages on *thicca* from the dates mentioned below against each villages:—

1. Baijnathpur	...	} 1272 <i>Fasli</i> , 1865 A. D.
2. Amwa Majhar	...	
3. Hardia	...	
4. Bishunpura	...	
5. Rampur Bairagi	...	} 1283 <i>Fasli</i> , 1876 A.D.
6. Jamunia	...	
7. Bisambharpur	...	
8. Jagarnathpur	...	
9. Pakaria	...	

These last two villages, however, were held on sub-lease (Katkena) by the Factory from an Indian *thiccadar*, named Trilochan Singh, from 1277 *Fasli* i.e., 1870 A.D.

The Factory then came into touch with these villages in the years in which they first got *thicca* or sub-*thicca*. The history of lease of the villages prior to those dates could not be traced, but it is stated by villagers that there were Hindustani *thiccadars* before the Factory got the villages under lease, and that they were mostly non-resident men holding services in the Bettiah Raj Office. Mr. Gibbon was the Manager of the Bettiah Raj when all these *thicca* leases were executed in favour of the Lalsaraiyah Factory.

The total mokarrari rent payable by the present mokarraridar for these villages is Rs. 10,391-2-6 excluding cesses and sairs.

The rents paid village by village are shown in Appendix II.

16. *Tenants*.—There are the following classes of tenants recorded in these villages in the revisional record-of-rights :—

(1) Sharahmoiyari	...	...	...	...	2
(2) <i>Brit-bandobasti</i>	...	...	...	...	62
(3) Occupancy holdings	...	...	...	...	2,073
(4) Non-occupancy holdings	...	...	...	...	25
(5) Jagir	...	...	...	...	20
(6) Shikmi	...	...	...	...	293
(7) Belagan	...	...	...	...	33
(8) Kabil-lagan	...	...	...	...	10

Of these many of the *Brit-bandobasti* tenants have been recorded in *khwats*, and their origin was from resumed rent free lands held by the same tenants from time immemorial.

The other tenants have been entered in *khatians*. The Belagan and Kabil-lagan areas held by tenants who have cash-rent-paying holdings also, have been entered in the latter *khatians*, and their Belagan or Kabil-lagan nature have been noted in column 8. The *Brit-belagan* tenancies have been recorded in *khwats*. These and the belagan areas entered in the *khatians* are not liable to assessment.

The number of holdings of each class in the separate villages has been shown in Appendix III.

17. *Assets*.—The total amount of raiyati rent realised in the nine villages is Rs. 10,856-9-9 besides rent from *Brit-bandobasti* tenants and cess and sair collection and also the income from *bakasht* and *batai* lands. The total asset will be approximately Rs. 15,000.

18. *Rent history*.—There has been very little change in the rents of the tenants by enhancement from the time the villages were leased on *thicca* to the Factory by the Bettiah Raj. In many cases the old rents have undergone changes for alteration of areas by sale or new settlement due to abandonment. The tenants all along cultivated indigo in 2 or 3 cottahs of their *jamabandi* bighas for the benefit of the landlord, and on this consideration alone the rents were not enhanced since the possession of the villages by the Factory. The tenants executed *sattas* in which they contracted to grow indigo in 3 cottahs of every bigha of their *jamabandi* areas on conditions given in them (*vide* Appendix VII). In this connection it is material to note briefly what was done by the neighbouring factories when they abandoned growing indigo in 1318 *Fasli* as unprofitable. The neighbouring factories holding villages contiguous to the villages under report are the Lalsaraiyah and Gahiri Factories. The Lalsaraiyah Factory applied for enhancement of the rents of the raiyats holding under it for rise in prices under section 105, Bengal Tenancy Act, and got an enhancement of 3 annas in the rupee on rents current for over 10 years. This Factory had also indigo cultivation done by tenants in 3 cottahs of the *jamabandi* bighas of the raiyats and this was given up in 1318 or 1319 *Fasli*. The Gahiri Factory, on the other hand, enhanced the rents of the tenants who cultivated indigo by registered *ekrarnama* under section 29 (*iii*), Bengal Tenancy Act. The other villages which are also contiguous to these villages are the *thicca* villages of the Bettiah Raj. In these villages also the rents of tenants who were occupancy raiyats were enhanced by the Settlement Department for rise in prices under section 30 (*b*), Bengal Tenancy Act, by 3 annas in the rupee. In fact, in all the neighbouring villages the landlords got an enhancement of their tenants' rents either for rise in prices under section 30 (*b*) or by *sharahbeshi* under section 29 (*iii*), Bengal Tenancy Act.

In the report of the Champaran Agrarian Committee the Committee recommended that by new legislature, the indigo cultivation be stopped altogether in the Champaran District, and that an enhancement up to a certain limit be allowed in consideration of this extinction of indigo all on a sudden. The Champaran Agrarian Act cut out 20 per cent. of the enhancements made by the Gahiri Factory and gave a proportionate enhancement in case of those tenants in whose *khatians* the obligation to grow indigo had been entered. The Champaran Agrarian Act did not give any enhancement to the Hardia Factory which had neither enhanced the rent under section 29 (iii) nor got the indigo incident entered in the *khatians* as it had decided to discontinue growing indigo. The Act stopped indigo cultivation, but the Factory did not get any consideration for it and on the recommendation (*vide* Appendix IV) of the Champaran Agrarian Committee, the Government passed a resolution (Appendix V) to the effect that the Government should take action under section 112, Bengal Tenancy Act, for granting an enhancement of rent which the Factory would have otherwise got for rise in prices under section 105 Bengal Tenancy Act, and for which the time of filing fresh application had already expired. Hence this proceeding under section 112, Bengal Tenancy Act. The total raiyati rental of all the nine villages concerned is Rs. 10,856-9-9.

19 *Rates of rent.*—The average rate of rent in all the nine villages is Rs 2-9-9 per bigha, a bigha being equivalent to 1.50 acres. The average rate of rent per acre comes to Re. 1-11-10. The average rates of rent per bigha in the villages separately are as follows :—

	Rs.	A.	P.
Pakaria	2	9	0
Jamuniah and Bisambharpur	2	5	6
Hardiah	3	6	9
Rampur Bairagi	2	4	0
Baijnathpur	2	13	0
Bishunpura	2	9	0
Amwa Majbar	2	11	6
Jagannathpur	2	9	3

The average rates of rent per bigha in the adjoining villages before enhancement are as follows :—

	Rs.	A.	P.
(1) Bhitaha Nizammat	3	9	9
(2) Rekha Sunderpatti	2	8	0
(3) Barwat Sema	4	7	9
(4) Pakri Kant	2	8	9
(5) Majbaria Kisun	2	6	0

The rate of rent of village Jakhra of the Gahiri Factory after *Sharah-beshi* enhancements is Rs. 4-1-3 per bigha.

There is no classification of soil and there is no soil rate for the lands in these villages. So the rate of rent of any land is the average rate of rent of the holding of that tenant.

The average rates of rent of every village have decreased after the *jama-bandi* areas were corrected and made to agree with the last settlement areas as there was an increase of areas only without a corresponding increase in the rentals. The rates previous to the last settlement and the subsequent rates are shown village by village in Appendix IX.

20. *Alteration of rent for change in area.*—The Factory claims assessment for the excess area found by comparison of the present settlement area and the *jama-bandi* area of 1300 *Fasli* prior to the last settlement. This excess area was not assessed but added to the *jama-bandi* area in 1303 *Fasli* without

any corresponding increase in rent. The road cess returns show the areas as revised in 1303 *Fasli* according to the last settlement *khations* and the present *Jamabandies* from 1303 *Fasli* show the same areas. The Factory wishes to go back and assess these excess areas which were found at the last settlement. The Patwaris and the Factory Munshi state and the tenants admit also that a *Phatta* (split up bamboo) measurement was made about 40 or 45 years ago and the Teis Khana Registers were prepared. Some of these Teis Khana Registers have been filed, but they do not prove measurement. Plots are shown in these registers, and the *jamabandi* areas of 1300 *Fasli* tally with those in the Teis Khana Registers in the very few cases in which the tenancies remained unchanged all along since 1284 *Fasli*.

The legal point which has to be decided is whether the Factory is entitled to these excess areas. The Factory states also that in the *Salla* executed in 1302 *Fasli* they have a clause (*vide* last clause of Appendix VII) that as long as the tenants grow indigo they would not be liable to pay any additional rent for any excess found in their holdings by measurement, and so now when the indigo cultivation has been stopped the excess areas can be assessed. There is no bar to the Factory in claiming excess areas if such areas are proved to exist in case of any tenant. A mere apparent excess found on comparison of the area in the record-of-rights with that in the *jamabandi* of 1300 *Fasli* cannot be called an excess for assessment of rent under section 52 (a). The same land may give two measurements if the *laggas* used are different. There is no mention of the length of the *lagga* in any of the old papers, and the Patwaris' statements are that the *laggas* were measured by the Gomasta or some other person, the length of whose hand is not known. Every body admits, however, that the length of the *lagga* was $8\frac{1}{2}$ cubits before as it is now. The

I think that 20 per cent. is sufficient. It will be also applied in cases where the areas are less than the *jamabandi* areas and if the decrease is more than 20 per cent., reduction of rent will be allowed.

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S. O.

length of *lagga* taken for conversion of area in the present settlement is one of $8\frac{1}{2}$ cubits, each cubit equalling 18". The next point is also whether after incorporating the last settlement areas in (the *jamabandies* and counterfoils from 1303 *Fasli*, and after showing them in the road cess return

the Factory can legally claim any excess over the *jamabandi* area of 1300 *Fasli*. It is a point open to doubt whether the Factory is legally barred by its own conduct in claiming excess area now. If a lenient view is taken of this conduct of the Factory in respect of estoppel and limitation, the claim for assessment of rent on the full difference fails as the standard of measurement in existence then has not been proved to be the same as used in conversion of the areas at the present settlement. The length of *lagga* admitted by both parties is $8\frac{1}{2}$ cubits but nobody can say what was the length of the cubit. It may be of 20", 19" or 18". Taking the cubit of 20", the area of 1 acre comes to about 12 cottahs, by local measurement, and an acre comes to 13ct. 8dh. if a cubit of 18" is adopted. The excess bears to the latter a proportion of 11 per cent. approximately. Considering the difference probable between a scientific and an unscientific measurement and also the difference between the measurement by a *lagga* of $8\frac{1}{2}$ cubits by a cubit of 20" and that by a cubit of 18", I would propose to give an allowance of 25 per cent., if the Settlement Officer decides that excess area should be allowed on the comparison of the *jamabandi* area of 1300 *Fasli* with that of the present settlement.

21. *Enhancement under section 30 (a), Bengal Tenancy Act.*—As there is no classification of soil and soil-rate in the villages, no enhancement of rents can be allowed under section 30 (a), Bengal Tenancy Act, on the ground that the rents paid by the tenants are below the prevailing rate in the village.

22. *Enhancement under section 30 (b).*—From the statement annexed (Appendix VI) showing the retail prices of staple food-crops in the Bettiah Sub-division during the two decennial periods 1898 to 1907 and 1908 to 1917 prepared under section 39, Bengal Tenancy Act, from publication in the official gazettes it will be seen that there has been a considerable rise in prices within the last ten years. Applying the calculations prescribed under section

32, Bengal Tenancy Act, the enhancement of rent of Dhanhar lands comes to Re. 0-3-3 and that of Bhit lands is Re. 0-3-11. As there is no separate rate of rent for both the classes, I take the mean of both, Re. 0-3-7 to be the enhancement allowable under this section on the lump rental of each tenant provided it is fair and equitable.

In section 105 cases although the calculation gave an enhancement 0-4-8 in the rupee in this district, yet in the neighbouring villages the enhancement allowed was 3 annas in the rupee. The intention of the law is to apportion between landlord and tenant the increased income of the latter due to the increased value of the agricultural produce. For the purpose of obtaining safe average of prices with a view to estimating the rise, the decennial periods have been adopted. It is clear that when average of a particular decade taken for comparison is vitiated by an abnormal proportion of years of scarcity, the application of the arithmetical rule laid down in section 32, Bengal Tenancy Act, has the result not of apportioning a continued increase of income but of taxing the raiyat for the very scarcity from which he has suffered most already. In the proportion in which the enhancement was reduced in section 105 cases the enhancement in the present case comes to Re. 0-2-6 in the rupee. But as the neighbouring villages have got an enhancement of the rent of the raiyats

I agree.

J. A. SAUNDERS,
S. O. — at 3 annas in the rupee, I consider it fair and equitable to allow the same rate of enhancement on rents current for not less

than 10 years and propose the same to the Settlement Officer.

23. *Rent proposals.*—In consideration of the facts stated above, I beg to submit the following proposals for settlement of fair rent in these nine villages under report :—

- (1) *Occupancy and non-occupancy holdings.*—The existing rents of the occupancy and non-occupancy holdings whose rents are current for over 10 years be enhanced at 3 annas in the rupee. I include non-occupancy holdings also as those who were already 8 or 9 years old at the time of attestation have become occupancy holdings now, and so the entry in the record-of-rights should not stand on the way as a technical objection to an enhancement which the landlord is otherwise

I agree.

J. A. SAUNDERS.

legally and in all fairness and equity entitled to have.

- (2) *Kabil-logan areas.*—The kabil-logan areas of all classes of tenancies be assessed at the average rates of the holdings concerned after enhancement. When these kabil-logan tenants have no raiyati lands the areas may be assessed

I agree.

J. A. SAUNDERS.

at the average rate of rent in the village plus 3 annas in the rupee.

- (3) *Assessment of excess areas.*—Rents on excess areas found on comparison of the present settlement areas in bigha with the area of the 1800 *Fasli jamabandi* after allowing 25 per cent. may

20 per cent.

Yes.

J. A. SAUNDERS,

S. O.

be assessed at the average enhanced rates of the holdings. I propose also to reduce the rents in the same way for decreases found.

- (4) *Shikmi tenants.*—In case of rent-paying under-tenants their rents may also be enhanced 3 annas in the rupee if the rents of the original tenants have been enhanced.

J. A. SAUNDERS,
S. O.

- (5) *Batai and Sharahmoijan.*—The produce rents and rents of Sharahmoijan tenants may be left untouched.

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S. O.

(6) *Belagan and Jaagir*.—The *belagan* and *jagir* lands may be also left untouched and unassessed.

J. A. SAUNDERS,

S. O.

(7) *Brit-bandobasti tenancies*.—The *Brit-bandobasti* tenancies have been entered both in *khwats* and *khatians*.

As regards the enhancement of their rents the Factory leaves it to Court for decision. It has neither pressed for any enhancement of their rents nor

J. A. SAUNDERS,
S. O.

have they produced any *jamabandies* and collection papers in this connection. As far as I know of this locality the *Brit-bandobastidars* are treated as tenants of a privileged class enjoying special concessions and are tenants having fixed rents. These tenants never did indigo, and as this Section has been applied because indigo cultivation has been stopped in this Factory without warning, I would say that the rents of these tenants should not be enhanced by this proceeding. The Factory, if it had any desire to enhance the rents of these tenants would have applied for it under section 105, Bengal Tenancy Act. The Factory has been given the advantage of a rent enhancement under section 112, Bengal Tenancy Act, as the Champaran Agrarian Act stopped indigo cultivation and as the Factory had no time to apply for enhancement under section 105, Bengal Tenancy Act. This principle does not apply in case of *Brit-bandobasti* tenants who never did indigo cultivation. I would propose to settle the existing rents in these cases as fair as well as in case of tenants under them.

If the Settlement Officer does not approve of the above proposal, and allows enhancement on their rents also, an enhancement of 3 annas in the rupee may be allowed on the rents of the *Brit-bandobastidars* and also on those of their tenants holding on cash rents.

24. *Conclusion*.—If the proposals made by me are accepted, the total enhancement would be nearly Rs. 2,000, and the increase in the raiyati rentals would be 18 per cent. or so raising the asset of these villages by 13 per cent.

Submitted to Settlement Officer for confirmation.

SEWAN:

The 31st January 1919.

} PHANINDRA NATH GUPTA,
Assistant Settlement Officer.

I approve of the proposals with the modifications noted by me on them. Settlement of rent on these lines may now proceed.

J. A. SAUNDERS,

The 12th February 1919.

Settlement Officer.

Notification in Bihar and Orissa Gazette,
APPENDIX I.

The 4th February 1918.

No. 752-R—S-6.—WHEREAS the Lieutenant-Governor in Council is satisfied that the exercise of the powers conferred by section 112 of the Bengal Tenancy Act, 1885 (Act VIII of 1885), is necessary in the interests of public order and of the local welfare, and whereas the previous sanction of the Governor-General has been obtained.

The Lieutenant-Governor in Council is pleased, in exercise of the aforementioned powers, to invest each of the Revenue Officers named on the margin with the powers specified in clauses (a) and (b) of sub-section (1) of the said section and to direct that the said powers shall be exercisable within the mokarrari villages of the Rajghat and Farrowa Estates, Limited, in the district of Champaran.

M. J. A. Sweeney, I.C.S.
Mr. J. A. Saunders, I.C.S.
Babu-Phanindra Nath Gupta.

H. COUPLAND,

Secretary to the Government of Bihar and Orissa.

APPENDIX II.

Comparative statement of areas.

Serial No.	Name of village with Thana No.	Area of Last Settlement.																		Total areas according to road case return of 1911F.	Area of Revision Survey.																		Mokarrari rent to Bettiah Raj.	Remarks.
		Cultivated Land.						Uncultivated Land.						Total.							Cultivated Land.						Uncultivated Land.						Total.							
		A.		D.		Total.		A.		D.		Total.		A.		D.		Total.			A.		D.		Total.		A.		D.		Total.		A.		D.		Total.			
		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	31	32	33	34	35	36		
1	Baljnathpur No. 245	398	87	309	09	607	08	807	4	1	140	1	8	407	5	8	407	6	5	400	05	128	22	528	27	308	4	15	85	17	10	364	2	5	1,074	11	0			
2	Bisbanpara No. 180	1,394	52	323	73	1,718	25	1,034	07	7	210	17	6	1,251	-1	13	832	0	6	1,038	26	178	08	1,211	27	692	2	2	119	4	5	811	9	6	1,190	0	0	474-87 acre transferred to village Paterna 33-45 District Board Road.		
3	Pakaris No. 174	1,378	68	860	09	1,748	87	928	11	9	347	18	6	1,171	4	17	1,176	12	16	1,277	94	287	26	1,715	20	528	0	0	228	0	12	1,149	0	12	1,200	0	0	District Board Road 18-08.		
4	Rampur Bairagi No. 253	194	23	41	05	238	28	120	0	8	27	9	19	127	10	7	127	10	7	179	21	54	64	233	05	119	10	0	27	5	7	156	18	7	255	0	0			
5	Amwa Mahar No. 250	1,028	55	473	22	214	28	1,117	5	12	217	8	6	1,434	13	19	1,424	13	19	1,772	11	268	22	2,127	42	1,187	-2	8	244	28	9	1,421	17	14	2,739	2	6			
6	Tola Jagannathpur No. 261	292	93	170	29	408	22	194	4	13	114	8	11	210	12	4	210	14	5	226	23	172	70	459	02	129	4	6	115	5	10	307	0	18	651	4	0			
7	Jahanis No. 264	690	00	129	61	1,129	61	628	2	19	23	12	2	754	16	1	774	16	2	890	63	121	79	1,012	72	608	18	0	71	14	19	690	10	10	1,290	0	0	District Board Road 22-52.		
8	Bisambharpur No. 252	590	48	141	71	723	19	226	11	4	93	15	5	499	7	9	---	---	---	595	24	126	51	721	65	428	4	0	27	2	10	490	5	10	1,290	0	0	The L. S. area total is probably wrong.		
9	Hardis No. 192	454	09	101	22	557	07	304	17	5	68	6	7	272	2	19	272	14	18	468	48	71	14	539	62	212	17	5	47	12	5	261	19	5	1,009	0	0	District Board Road 19-02.		
	Total	7,362	26	1,970	23	8,332	94	5,021	2	18	1,918	12	12	6,249	16	10	5,507	8	16	7,052	77	1,265	78	8,229	62	4,742	0	14	1,025	1	5	2,723	1	19	788	12	6			

PHANINDRA NATH GUPTA,
Assistant Settlement Officer.

APPENDIX III.

Statement of the classification of tenancies.

Serial No.	Name of village with thana number.	Occurancy holding.	Non-occupancy holding.	Brit-bandobasti.	Kabil-lagan.	Belagan.	Jagir.	Produce rent Bafai or Manhunda.	Shikmi.	Sharah moiyan.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12
1	Jamunia No. 254 ...	255	6	7	5	...	5	...	46	2	
2	Rampur Bairagi No. 252 ...	40	2	1	...	...	2	...	4	...	
3	Hardia No. 186 ...	159	...	1	...	...	2	...	10	...	
4	Amwa No. 250 ...	400	...	19	19	38	4	...	68	...	
5	Jagarnathpur No. 251 ...	84	6	1	2	...	2	1	32	...	
6	Pakaria No. 174 ...	417	8	...	5	...	4	3	65	...	
7	Baijnathpur No. 245 ...	138	...	2	...	...	1	5	38	...	
8	Bisambharpur No. 252 ...	198	3	19	2	...	6	...	60	...	
9	Bishunpura No. 180 ...	382	...	12	17	...	1	...	50	...	
	Total ...	2,078	25	62	50	38	26	9	393	2	

PHANINDRA NATH GUPTA,
Assistant Settlement Officer.

APPENDIX IV.

*Extract from the Report of the Committee on the Agrarian condition in
Champaran. Volume I, Chapter 2, paragraph 12, page 12.*

SPECIAL CASE OF RAJGHAT CONCERN.

Finally, we desire to refer to the peculiar conditions of the Rajghat Factory (Manager, Mr. Apperley), where no incident of tenancy is claimed but where written contracts had been entered into by the tenants for growing of indigo in consideration of freedom from rent enhancement. On the expiry of these contracts, this arrangement was continued by mutual consent, and consequently the factory refrained from applying for rent enhancement at the proper time during the revision settlement. At our local enquiry we were informed by the tenants that they now desired to abandon indigo. Under these circumstances, it is only reasonable that the factory should be enabled to apply for a general enhancement of rents in accordance with the settlement procedure, but as the time limit for this procedure under section 105 of the Bengal Tenancy Act has already expired, this is impossible unless the Government takes action under section 112 of the Bengal Tenancy Act. Failing this course, we recommend that the special legislation should contain a clause enabling this concern to take advantage of section 105.

APPENDIX V.

Extract from resolution No. 6296-B., of the Committee of Bihar and Orissa on the Champaran Agrarian Committee Report, paragraph 12.

THE CASE OF THE RAJGHAT, ETC.

The case of the Rajghat Factory has been mentioned by the Committee as on calling for special treatment. No incident of the tenancy is claimed but written contracts were entered into by the tenants for the growing of indigo in consideration of freedom from rent enhancement. On the expiry of the contracts this arrangement was continued by mutual consent and the Factory refrained from claiming in the settlement courts the enhancement of rent which might otherwise have obtained. The tenants now desire to give up indigo, and the Committee consider that an opportunity should be afforded to the Factory to sue for enhancement of rent, for which the time ordinarily admissible under section 105 of the Bengal Tenancy Act has expired. His Honour in Council agrees that this is a case in which the provisions of section 112 of the Act might reasonably be applied, and he proposes therefore to move the Governor-General in Council to sanction a settlement of rents in the villages of this concern under that section.

APPENDIX VI.

Statement showing retail prices of staple food-crops in the district of Champaran from 1898 to 1917.

Year.	Sadr subdivision.				Bettiah subdivision.				Remarks.
	Upland.		Lowland.		Upland.		Lowland.		
	Maize.		Rice.		Maize.		Rice.		
	Seers.	Chhataks.	Seers.	Chhataks.	Seers.	Chhataks.	Seers.	Chhataks.	
1	2	3	4	5	6	7	8	9	10
1898	21	11½	13	8½	24	...	15	5½	
1899	21	8	14	4	22	11½	14	15½	
1900	18	2½	13	0½	19	14½	14	0½	
1901	20	16	12	19½	22	2	13	11½	
1902	24	13½	14	2½	26	4½	15	7½	
1903	25	14	19	4	28	12	17	8	
1904	30	...	16	15½	30	14½	17	4½	
1905	20	12	14	11	19	14	14	10	
1906	11	15½	9	15½	12	6½	9	15½	
1907	13	2½	8	12	13	5	9	4½	
Total	...	...	...	...	220	4½	142	4½	
1908	11	8	8	3½	12	8½	8	15½	
1909	17	1	10	4	18	3	11	6	
1910	19	2	13	5	18	13	12	12	
1911	19	14	13	4	19	9	13	8	
1912	23	4	12	2	22	2	12	8	
1913	15	3	9	4	15	7	9	6	
1914	11	4	8	10	11	8	9	5	
1915	12	10	8	13	12	10	9	1	
1916	14	11	9	13	14	9	10	3	
1917	...	...	...	...	18	2½	12	5½	
Total	...	...	...	...	163	7½	139	5½	

This statement has been prepared by me under orders of the Settlement Officer of North Bihar from lists published in the Gazette under section 39(5), Bengal Tenancy Act.

MOTIHARI :

The 7th February 1918.

PASUPATI GHOSE,

Assistant Settlement Officer.

[Arithmetical calculation under section 32(5).]

Makoi.

	Seers.	Chhataks.		
The average price for the earlier period =	22	½	(22½)	
	i.e., Rs. 1-13-1 per maund.			
	Seers.	Chhataks.		
The average price for the later period =	16	5½		
	i.e., Rs. 2-7-2 per maund.			
Hence the excess is ...	0	10	1	
Deduct ¼rd ...	0	3	4	
Balance ...	0	6	9	
The proportion of which } allowable in annas per rupee will be.	0	6	9 × 16	
	1	13	1	
=	0	3	11	
Average of both	=	0	3	6

Rico.

	Seers.	Chhataks.	
	14	¾	(14=3¼)
	i.e., Rs. 2-13-0 per maund.		
	Seers.	Chhataks.	
	10	15	
	i.e., Rs. 3-10-6 per maund.		
	0	13	6
	0	4	6
	0	9	0
	0	9	0 × 16
	2	13	0
	0	3	2½ or
	0	3	3

PHANINDRA NATH GUPTA,

Assistant Settlement Officer.

APPENDIX VII.

CORRECT TRANSLATION OF SATTAH.

I, Mahabir Rai, son of Baram Rai, by caste Bhumihar, a cultivator and inhabitant of village Baijnathpur, Tappa Khada, pargana Majhowa, district Champaran.

Whereas I took the sum of Rs. 7-8-0 the half of which being Rs. 3-12-0 as advance on my account out of my own free will for sowing indigo in 15 kathas of my land at 3 kathas per bigha of land of my occupancy to the ordinary *lagan* under the *lagan* of occupancy of my holding from 1302 *Fasli* to 1321 *Fasli* from your honour J. J. Menad, Esqr., Managing Proprietor of Lal-saraya concern according to the details mentioned below:—

1. That I shall sow indigo in the field measuring 15 kathas of the land of the first class to be chosen by the manager of the factory for the time being from my fields according to the 3 kathas *lagan* (Tin-kathia *lagan*) year by year to the end of duration of this *sattah* and will according to the order of the factory cultivate indigo land and will plough and do *tamni*, *uchhtani* and other works concerning the cultivation of indigo on the land according to the desire of the manager, the field will be measured by the manager with *lagga* of 8½ Hathas and I shall at the proper season sow indigo seeds which I shall borrow from the factory under the direction of the manager and the manager will measure my land according to his choice out of my holding for the purpose of indigo cultivation for the future year, in the month of *Chaiyat* and *Baisakh*. I shall cut the crops of the said land in next *Aswin* and will use the lands in such way as stipulated in the *Sattah*.

2. After sowing indigo I will be present on the land at every time when the manager himself or the *amlas* of the factory will go to visit the land and settle the rate of the land sown with the indigo and I will not object to whatever rate they will consider proper to fix, and will also get on account of the indigo land at Rs. 20 for the first class and Rs. 10 for the land on which indigo will not grow and the rent of my whole holding will be paid by me.

3. I shall cut and load the indigo plants on carts at the time of *mahai*. I shall not put forth any objection in this matter.

4. In the month of *Aghan* year by year when my account of indigo will be settled by the factory I shall be present at the factory and will take the account of *mal chhat* and will give the *Farkhati* of it to the factory. And I also shall receive the new advance for future from the factory year by year. I shall receive my account on cash or it will be deducted from my rent if it will be due by me to the factory. There will be no objection as to the deduction of the balance (*fazil*) from my new advance and I shall also have to repay the above *sattah* advance in cash or get it otherwise satisfied in my account at the end of the period of this *sattah*.

5. If according to this *sattah* I or my heirs will object to sow indigo, within the period of the *sattah* according to my *lagan* then the factory will have power to cultivate indigo itself on my indigo land by means of factory ploughs and coolies. The expenses of such cultivation will be deducted from my indigo account as will be settled by him (manager) at the time of *mal chhat*. If I or my heirs will interfere in this then the proprietor or manager or his heirs and representatives will have power to realise three times of the damage of the first class *mal*, namely, at Rs. 60 per bigha annually from me or my heirs and representatives. In this I or my heirs will have no objection, I therefore being aware of the contents of this *sattah* execute this *sattah* that it may be of use at the required time.

Be it known that the said *sahab* (proprietor or manager) or their heirs and representatives will not demand from me or my heirs any additional rent for the increase of area which may be found in excess of my holding or which may so come by measurement in view of executing this *sattah* till the duration of this *sattah*. If this is demanded then the said demand will be liable to be rejected by competent court.

Dated 24-12-94.

This *sattah* signed by Mahabir Rai that the contents of this *sattah* is true.

APPENDIX VIII.

Register of crop cutting experiment in thana Bettiah, district Champaran.

Name of crop.	Date of cutting.	Name of village.	Name of riyats.	Number of plot.	Class of soils.	Irrigated or not.	Outturn of $\frac{1}{8}$ th of the bighae in 80 tolas weight standard.	Outturn in maunds per bigha.	Outturn in maunds per acre.	Estimate of the percentage of crop.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12
Aghani Paddy	26th November 1918	Bishambherpur 180 Bettiah.	Berbal Panday...	924	...	Not irrigated	Mds. sr. ch. 0 3 2	Mds. sr. ch. 31 10 0	Mds. sr. ch. 20 34 0	16 annas	
Do. ...	Ditto ...	Ditto ...	Jhanp Sah ...	922	...	Do. ...	0 0 10	6 10 0	4 7 0	"	
Do. ...	Ditto ...	Tola Hardia 186	Ramsaran Koiry	666	...	Do. ...	0 2 5 $\frac{1}{2}$	23 17 8	15 25 0	"	
Do. ...	Ditto ...	Ditto ...	Raghuna n d a n Dushad.	665	...	Do. ...	0 0 8	5 0 0	3 13 4	"	
Do. ...	27th November 1918	Amwa Majhar 250	Harnarain Bharthi	3,112	...	Do. ...	0 3 2	31 10 0	20 34 0	"	
Do. ...	Ditto ...	Ditto ...	Mahang Koiry...	3,152	...	Do. ...	0 0 5 $\frac{1}{2}$	3 17 8	2 11 10	"	
Do. ...	Ditto ...	Tola Jagarnathpur 251	Bhajan Ahir ...	809	...	Do. ...	0 1 6	13 30 0	9 6 10	"	
Do. ...	Ditto ...	Ditto ...	Ramdayal Mahto	924	...	Do. ...	0 0 15 $\frac{1}{2}$	13 27 8	13 5 0	"	
Do. ...	Ditto ...	Rampur Bairagi 252.	Sahdeo Rai ...	273	...	Do. ...	0 2 12	27 20 0	18 13 5	"	
Do. ...	Ditto ...	Ditto ...	Chhadhari Rai, S/o Rooch Rai	264	...	Do. ...	0 0 12	7 20 0	4 20 0	"	
Do. ...	28th September 1918	Baijnathpur 245	Jokhan Nonia...	135	...	Do. ...	0 2 0	20 0 0	13 13 5	"	
Do. ...	Ditto ...	Ditto ...	Jawahir Mahto..	139	...	Do. ...	0 0 14 $\frac{1}{2}$	9 2 8	6 1 11	"	
Do. ...	Ditto ...	Bishambharpur 253.	Ramdhani Mahto	242	...	Do. ...	0 3 10	36 10 0	24 7 4	"	
Do. ...	Ditto ...	Ditto ...	Ditto ...	244	...	Do. ...	0 1 6	13 30 0	9 6 10	"	
Do. ...	Ditto ...	Pakaria 174 ...	Ramtabal Rai...	1 008	...	Do. ...	0 3 8	35 0 0	23 18 5	"	
Do. ...	Ditto ...	Ditto ...	Lochan Nonia...	1,013	...	Do. ...	0 1 0	10 0 0	6 26 11	"	
Do. ...	29th November 1918	Bishanpura 180	MosamatMongia	1,188	...	Do. ...	0 1 8	15 0 0	9 38 15	"	
Do. ...	Ditto ...	Ditto ...	Palak Musnar...	1,192	...	Do. ...	0 0 14	8 30 0	5 33 5	"	

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PHANINDRA NATH GUPTA,
Assistant Settlement Officer.

APPENDIX IX.

Jamabandi of mokarrari villages of Rajghat and Furrowah Estates.

Serial No.	Name of village	Former Thicca 1308.			Excess by cadastral survey.	Present jamabandi 1324 F.			Remarks.
		Bighas.	Rate.	Amount.		Bighas.	Rate.	Amount.	
1.	2	3	4	5	6	7	8	9	10
		B. k. d.	Rs. a p.	Rs. a. p.	B. k. d.	B. k. d.	Rs. a. p.	Rs. a. p.	
1	Pakeriah ...	516 9 12	3 3 6	1,665 9 6	162 7 17	694 7 3	2 9 0	1,783 1 3	
2	Jamuniah and Bishambherpur ...	721 7 0	2 14 9	2,103 12 9	203 13 7	925 19 17	2 5 6	2,164 11 0	
3	Hardiah ...	248 12 0	3 14 9	973 1 3	38 16 15	286 19 19	3 6 9	992 1 9	
4	Rampore ...	109 4 0	2 10 9	291 12 0	17 0 3	133 2 19	2 4 0	298 1 0	
5	Baijnathpur ...	289 8 0	3 5 9	973 7 6	36 10 8	324 4 7	2 13 0	904 11 6	
6	Bishunpura ...	456 6 0	3 2 9	1,444 13 3	124 14 9	589 2 18	2 9 0	1,511 0 0	
7	Amowah ...	868 10 0	3 2 0	2,714 2 0	155 8 3	1,016 17 18	2 11 6	2,706 5 3	
8	Jagarnathpur ...	146 3 0	3 5 6	488 5 0	43 15 13	192 6 6	2 9 3	496 10 0	
	Total ...	3,315 5 12	3 3 0	10,654 15 3	782 6 15	4,163 0 3	2 9 9	10,556 9 9	

BOARD OF REVENUE, BIHAR AND ORISSA.

No. 17 $\frac{23 \text{ of } 19}{5}$

FROM

T. W. BRIDGE, Esq., I.C.S.,
SECRETARY TO THE BOARD OF REVENUE,
BIHAR AND ORISSA,

TO

THE SECRETARY TO THE GOVERNMENT OF
BIHAR AND ORISSA, REVENUE DEPARTMENT.

Dated Bankipur, the 17th and 19th January 1920.

SIR,

WITH reference to the correspondence resting with Mr Owen's Memo. No. $\frac{5361-R.}{8-09}$, dated the 17th July 1919. sanctioning the rent settlement proceedings under section 112 of the Bengal Tenancy Act within nine villages held on *mukarrari* lease from the Bettiah Estate by the proprietor of the Rajghat Indigo Factory in the district of Champaran, I am directed to submit herewith a copy of letter No. 3826, dated the 9th November 1919, with the Revenue Officer's Final Report, Rent proposal and Rent rolls finally published in original. The proceedings are in order and I am to request you to be so good as to obtain the necessary approval of the Governor-General in Council under section 112 (3) of the Bengal Tenancy Act of the Final Report and the rent rolls.

I have the honour to be,

SIR,

Your most obedient servant,

T. W. BRIDGE,

Secretary to the Board of Revenue.

BOARD OF REVENUE BIHAR AND ORISSA.

No. 17 ^{93 of 19}/₁₀

FROM

T. W. BRIDGE, Esq, I.C.S.,
SECRETARY TO THE BOARD OF REVENUE,
BIHAR AND ORISSA,

TO

THE SECRETARY TO THE GOVERNMENT OF
BIHAR AND ORISSA, REVENUE DEPARTMENT.

Dated Bankipur, the 14th June 1920.

SIR,

WITH reference to the correspondence resting with Government order No. ^{1082-R.}/₈₋₂₄, dated the 2nd February 1920, in connection with the Final Report under section 112 of the Bengal Tenancy Act concerning nine villages held on *mukarrari* lease from the Bettiah Estate by the proprietor of the Rajghat Indigo Factory in the district of Champaran, I am directed to forward herewith (45) forty-five printed spare copies of the report and rent proposal.

2. As regards the cost of proceedings the Director of Land Records and Surveys states that in view of the Local Government order contained in their letter No. ^{492-R.}/₁₋₅₋₁₉, dated the 14th March 1919, the whole cost of the proceeding under section 112 of the Bengal Tenancy Act in respect of the Rajghat and Furrows Estates was set against the surplus recovery of the costs of the Champaran revision operations. No recovery is therefore necessary.

I have the honour to be,

SIR,

Your most obedient servant,

T. W. BRIDGE,

Secretary to the Board of Revenue.

GOVERNMENT OF BIHAR AND ORISSA.

REVENUE DEPARTMENT.

No. 2691-R.T.
S-24-20.

FROM

THE HON'BLE MR. J. A. HUBBACK, I.C.S.,
SECRETARY TO THE GOVERNMENT OF BIHAR AND ORISSA,

TO

THE SECRETARY TO THE GOVERNMENT OF INDIA,
DEPARTMENT OF REVENUE AND AGRICULTURE.

Dated Ranchi, the 2nd August 1920.

SIR

I AM directed to refer to the correspondance resting with Mr. Gilliat's letter No. 796-246—6, dated the 27th November 1917, and to submit to the Government of India the Final Report of the Revenue Officer employed on the settlement, under section 112 of the Bengal Tenancy Act, of all rents in the *mukararri* and proprietary villages of the Rajghat Indigo Concern in the Champaran district.

2. The rent rolls embodying the proposals of the Revenue Officer are submitted in original and I am to ask that they may be finally confirmed by the Governor-General in Council under section 112 (3) of that Act and returned in due course.

3. The expenditure on the rent settlement and on the work necessitated by the Champaran Agrarian Act has been treated as a part of the costs of the settlement revision of the district and has been debited against the excess recovery which amounted before this charge to Rs. 80,000.

I have the honour to be,

SIR,

Your most obedient servant,

J. A. HUBBACK,

Secretary to Government.

No. 809—229-2, dated the 31st August 1920.

From—The Under-Secretary to the Government of India, Department of Revenue and Agriculture,

To—The Secretary to the Government of Bihar and Orissa, Revenue Department.

In reply to your letter No. 2691-R.T.—S-24, dated the 5nd August 1920, I am directed to say that under section 112(3) of the Bengal Tenancy Act, 1885, the Governor General in Council confirms the Settlement record prepared by the Settlement Officer in the course of proceedings under section 112 of the Act in respect of the *mukarrari* and proprietary villages of the Rajghat Indigo Concern in the district of Champaran.

2. The rent rolls forwarded with your letter are returned under separate cover.

X723. 253 RAJ

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