

(162)

**FINAL REPORT**  
**ON THE**  
**SURVEY AND SETTLEMENT OPERATIONS**  
**(REVISION)**

**IN THE**  
**DISTRICT OF CHAMPARAN**

**(1913—1919)**

**BY**

**J. A. SWEENEY, I.C.S.,**

*Settlement Officer, North Bihar, 1913—1918.*



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## INTRODUCTORY.

It is proposed in this report to follow, so far as is practicable, the general plan of Mr. Stevenson-Moore's report on the original survey and settlement. It is not necessary to enter again at length into such matters as early history and early revenue administration, and it will suffice to give, in addition to an account of the revision operations, such features of recent history and development as bring the older report up to date.

# FINAL REPORT

## ON THE

# SURVEY AND SETTLEMENT OPERATIONS

## REVISION

### IN THE

## DISTRICT OF CHAMPARAN

### PART I

#### GENERAL ACCOUNT OF THE DISTRICT.

#### CHAPTER I.

#### MATERIAL PROGRESS.

#### RECENT DEVELOPMENT.

A SURVEY and record-of-rights were completed for Champaran in 1893 and a Gazetteer of the district was compiled in 1907.

There has been no event of political importance to chronicle since the Mutiny of 1857. More recent events have an interest that is agrarian, economic or administrative. It may be said in general that the last twenty years have been a period of steady though not rapid progress, retarded at first by the continued depression following the famine of 1897, and later by agrarian differences in the last decade.

2. Mr. Stevenson-Moore has given a careful analysis of population in relation to agriculture based on the census figures of 1891. Since then the census has twice been taken, and it remains to trace the progress that the figures disclose. Mr. O'Malley in the Census Report for 1911 writes:—  
 "Compared with the other districts of the Tirhut Division, Champaran has but a thin population. Not only is the proportion of unculturable land (17 per cent.) higher than elsewhere, but a large part of culturable area still awaits development. Pasturage rather than agriculture has engaged the energies of its inhabitants until fairly recent times. Partly for this reason and partly because of the prevalence of malaria, which saps their energies, the people are but indifferent cultivators, and only two-thirds of the culturable area has been brought under the plough".

The following statements compare the mean density per square mile and the percentage of increase or decrease of population in the North Bihar Districts.

#### *Mean Density per square mile.*

District.	1911.	1901.	1891.	1881.	1872.
Saran ... ..	853	893	919	855	774
Champaran ... ..	540	507	527	4.8	408
Manikpur ... ..	937	9.8	894	87.	740
Darbhanga ... ..	876	870	837	786	638
Bhagalpur ... ..	508	4.4	481	4.3	452
Purnea ... ..	398	376	390	370	341



*Percentage of variation. Increase (+) or Decrease (-).*

District.	1901-1911.	1891-1901.	1881-1891.	1872-1881.	Net variation 1872-1911.
Saran ... ..	-4.09	-2.3	+7.5	+10.4	+10.3
Champaran ... ..	+6.6	-3.7	+9.0	+19.6	+32.5
Muzaffarpur... ..	+3.2	+1.5	+6.0	+15.1	+25.8
Darbhanga ... ..	+0.3	+3.9	+6.5	+23.1	+37.1
Bagalpar ... ..	+2.4	+2.8	+3.3	+7.3	+17.3
Purnea ... ..	+6.5	-3.6	+5.2	+7.3	+15.8

Thus while Champaran shows considerable progress for the last 40 years there was a considerable setback in the period 1891-1901, a setback from which the district does not appear to have quite recovered even yet. The famine of 1897 is accepted locally as the cause of this temporary decline but convincing reasons are given in the 1901 Census Report for attributing the fall to malarial affections and epidemics of cholera and plague. The matter is not however free from doubt. The population of the district made a remarkable recovery between 1901 and 1911 in which period it shows the largest proportional increase of the North Bihar Districts, just as in 1901 it showed the greatest proportional decrease. It does not appear that there has been any very conspicuous improvement in public health in the decade 1901-1911 though the general impression is that climate has gradually improved.

Again it will be seen in dealing with statistics that there has been a decrease in the cultivated area since the last settlement. It is difficult to attribute this to climate or public health, as the decrease has been most marked in thanas Motihari, Kesaria and Gobindganj which are not particularly conspicuous for bad climate or epidemics. The population of thanas Motihari and Gobindganj is still less than in 1891, while that of thana Kesaria has scarcely increased. In these three thanas the arrested development must be due to something more than climate and health. It is perhaps to be attributed to some extent to comparative lightness of the soil, and in the opening up in the last two decades of the more fertile northern areas by numerous new communications and irrigation systems. The following is a statement showing for 1891, 1901 and 1911 the density of population in the thanas and subdivisions.

*Number of persons per square mile.*

	1911.	1901.	1891.
Sub-division	726	686	724
Motihari	643	602	660
Adapur	784	749	747
Dhaka	854	771	808
Kesaria	609	661	683
Madhuban	806	810	849
Gobindganj	605	581	608
Bettiah Sub-division	40	373	377
Pettiah	666	623	607
Bagaha	302	295	304
Shikarpur	307	272	24

The density is greatest in thanas Dhaka, Madhuban and Adapur, where the land is very fertile and is now largely protected by irrigation. The development of Madhuban has been arrested by plague.

The failure of Bagaha to recover the density of 1891 is due to the malarious climate of the northern tract and the transfer of 48 southern villages to thanas Bettiah and Shikarpur.

3. The total population of the district according to the last Census is 1,908,385. The following are the previous totals:—

Total population.					1,440,815.
1872	...	...	...	...	1,721,608.
1891	...	...	...	...	1,859,467.
1901	...	...	...	...	1,790,468.

4. Out of the total population 1,723,903 persons or 90 per cent. are shown as engaged in agriculture. The numbers under each subdivision of agriculture

Classification.

are :—

Ordinary cultivation —

1. Receivers of income from agricultural land	...	15,300
2. Ordinary cultivators	...	1,297,498
3. Agents, Managers of landed estates (not planters), clerks, rent collectors, etc.	...	4,638
4. Farm servants and field labourers	...	410,862
5. Growers of special products and market gardening	...	595

The raising of farm stock claims 13,943 persons.

Champan is more dependent on agriculture than any district in the Province of Bihar and Orissa, as 906 persons out of every 1,000 are supported by it. It has also the largest rural proportion of population.

The rapid development of the district must depend largely on immigration. It is to be regretted that there has been a falling off since 1901 and that at the same time emigration has increased. The comparative figures are :—

	Immigrants.	Emigrants.
1901	1,06,781	86,077
1911	95,518	47,832

5. The climate has been fully described in the last settlement report and in the gazetteer. Mr. Stevenson-

Climate, Rainfall.

Moore in comparing the maximum and

minimum temperatures of the years 1874 and 1898, observes that for every month the maximum temperatures of 1898 are higher than those of 1874 while the minima are lower. Such figures as I have been able to gather for recent years show that the range of variation has been maintained.

Year.	Maximum.	Minimum.
1903	107	32
1904	103	39
1905	102	32
1906	105	39
1907	105	33
1908	107	36
1909	103	35
1910	103	44
1911	103	43

The maximum for 1874 was 94 and the minimum 49. The maximum for 1898 was 105 and the minimum 40. Observations have been discontinued for Motihari since 1912.

Although from reasons that will appear later in this chapter the District is no longer so much at the mercy of the seasons, rainfall is still a factor of enormous importance in agricultural economy. The following is a statement of the average for the District in recent years :—

	Inches.
1898-99	55.47
1899-1900	72.98
1900-01	48.72
1901-02	45.00
1902-03	55.79
1904	53.18
1905	61.51
1906	55.23
1907	35.93
1908	38.11
1909	53.70
1910	66.89
1911	52.95
1912	42.42
1913	61.38
1914	52.60
1915	76.22
1916	58.81

6. The extension of medical relief in the last 20 years has been remarkable, and reflects much credit on the local administration. The following figures will speak for themselves:—

Medical Relief.			No. of Dispensaries.			No. of Patients treated.
Year.						
1898	...	...	7	...	...	40,218
1899	...	...	7	...	...	66,741
1900	...	...	6	...	...	58,988
1902	...	...	6	...	...	71,103
1903	...	...	6	...	...	64,337
1904	...	...	6	...	...	72,548
1905	...	...	6	...	...	62,250
1906	...	...	6	...	...	69,096
1907	...	...	6	...	...	96,830
1908	...	...	6	...	...	99,850
1909	...	...	7	...	...	1,27,880
1910	...	...	7	...	...	1,34,301
1911	...	...	7	...	...	1,38,256
1912	...	...	7	...	...	1,45,680
1913	...	...	7	...	...	1,48,850
1914	...	...	8	...	...	1,49,910
1915	...	...	12	...	...	1,58,665
1916	...	...	14	...	...	2,20,766
1917	...	...	15	...	...	2,40,914
1918	...	...	15	...	...	2,44,404

There are now dispensaries in practically every part of the District, viz. Motihari, Ramnagar, Kesaria, Dhaka, Amolwa, Adapur, Sangrampur, Lauria, Chainpatia, Madhuban, Bettiah, Barharwa, Bagaha. Of these the first 10 are financed by Local Funds, while the last 3 are private-aided. There are in addition two travelling dispensaries for the Motihari and Bettiah Subdivisions, which also are supported by Local Funds. The capital invested and the income and expenditure respectively will be seen from the following figures:—

	1898	1918
	Rs.	Rs.
Capital invested ...	6,143	6,59,300
Total Income ...	24,529	1,05,059
Total Expenditure ...	23,972	72,930

The chief feature of recent years has been the munificent endowment by the Bettiah Estate of the King Edward Memorial Hospital, an institution excellently equipped and high in popular estimation.

The average death-rate per thousand of population has shown a fairly steady decline, interrupted at periods by epidemics.

Average death-rate per 1,000

for years 1899 to 1908	...	...	34.55
" " 1903 " 1908	...	...	31.92
" " 1908 " 1913	...	...	31.38
" " 1913 " 1917	...	...	32.51

There have been severe epidemics of cholera at intervals, the years 1900, 1903, 1906, 1910 and 1913 showing a high mortality from this cause. Plague was practically unknown in the district until recent years, but since 1910 it has been steadily recurring. It is to be hoped that this scourge, like other epidemics, will yield to the extension of municipal and rural sanitation, which will get an impetus from the considerable expansion of income that the District Board may now expect as a result of the revaluation following the settlement operations. Considerable improvements have already been effected in the roads and drainage of the Motihari and Bettiah municipal areas.

7. In 1898 there were 1,359 miles of road maintained by the District Board. The total mileage is now 1,473, that is, one mile of road to every 2½ square miles of country. The mileage is in fact ample, and the Board

Communications.

has very rightly concentrated its attention on the bridging, repairs and improvement of existing roads, which have, especially since motor traffic has become general, improved out of all knowledge. There is now a completely bridged communication between Muzaffarpur and Bagaha, and all the main roads of the district are excellent, though the mileage metalled is still necessarily small. The District Board has spent, from 1893 to 1917, Rs. 11,67,783 on original work and Rs. 6,13,101 on repairs, an average of Rs. 61,462 and Rs. 32,215 per annum respectively.

8. Up to 1893 the district had only one Railway line from Mehsi to Bettiah, with a small branch line between Sagauli and Raksaul—in all 71 miles.

Railways.

Since then new extensions from Bettiah to Narkatiaganj, Narkatiaganj to Bhiknathori, Narkatiaganj to Darbhanga, and Narkatiaganj to Gorakhpur have added 125 miles to the system, and completely revolutionised the outlook of the district, which is now bisected by a main line from the south-east to the north-west, and encircled by another along the eastern boundary. The western portion of the district is connected up with the central line by a succession of good feeder roads running from the Gandak to the north-east.

Thus the rice of Bagaha, Shikarpur and Adapur thanas can be put on the markets of the north-west provinces, the value of land has been enhanced, and the district has developed a steadily growing export trade. It is not to be expected that these extensions and the resultant prosperity should be unattended by incidental evils. Extensive embankments must often run across natural waterways, and this is particularly the case in regard to the Narkatiaganj-Gorakhpur line. The railway runs from east to west while the natural drainage from the Himalayan foot hills is from north to south. The Tribeni Canal runs almost parallel to the railway and shares with it the popular blame for the serious floods that occur when the rush of water from heavy rains in the hills, being unable to escape through the waterways provided, rises against the embankments, demolishes them, and proceeds to overwhelm the crops and villages beyond. The engineering authorities are often blamed for providing insufficient waterways along the railway and canal, but they doubtless were aware of the difficulties that would be encountered, and in any case it would be extremely difficult to provide an immediate escape for the immense volume of water that descends from the foot-hills in these occasional visitations. All permanent communications in a country with a heavy rainfall must necessarily have the defect, and the disadvantage, of obstructing the free flow of water.

9. Although it can not be said that Champaran is immune from damage by floods, a successful attempt has been made to confine the Gandak by an embankment some 62 miles long extending down the western border of the district.

Protection of cultivation.

This work is maintained on the contract system at an expenditure of approximately Rs. 20,000 per annum, and protects an area of 2,67 square miles. On the other hand, strides have been made in the extension of irrigation facilities. The north and east of the district contain a large proportion of *bangar* soil, which grows winter rice, and is peculiarly suited to irrigation. It is in this area that the canals operate, the south and west of the district, on the other hand, having a preponderance of upland with a light soil, which the people consider unsuited to artificial irrigation. The district is ordinarily blessed with abundant rainfall, but when it is either below the requisite quantity, or badly distributed, the winter rice crop is endangered. It may be said that with the irrigation facilities now existing the district is practically immune from famine on an extensive scale. There are now three main canals—

- (1) The Tribeni Canal, which traverses in the whole north of the district from Tribeni Ghat to Mainatand.
- (2) The Tiur Canal which runs almost due south towards Lakhavra from Chaurodano.
- (3) The Dhaka Canal which runs south and west from the vicinity of Fairagnia Station.

The Tribeni Canal was designed to irrigate that portion of the district to the west of Motihari which is bounded by the Nepal frontier and the Sikrahana river as far east as the boundary between Bihar and Nepal runs north and south. It was partly constructed in the year 1897 as a famine relief work, and was again taken up in 1901. The first portion was opened on the 7th June 1909, and the extension of the irrigation has gone on continuously since in a series of lengthy distributaries running south. Nearly 62 miles of the main canal have now been constructed, and there is a suggestion of a further extension from Mainatand south towards Sathi in order to cover the area previously served by the Sathi *Pains*, the history of which will be found in the chapter on Attestation.

The Tiur Canal which takes off from the river of the same name was originally made mainly at the expense of the Madhuban Babu and other Zemindars. It was completed in 1879 at a cost of Rs. 72,926 of which Government paid Rs. 6,581. It was taken over by Government in 1886, and has been maintained since that time from provincial revenues. The construction of distributaries was taken up after the famine of 1897, and completed in 1905-06. There is now a project for the construction of an extra distributary towards Lakhaura, for which 49 acres of land have been acquired. This canal traverses what is perhaps the most fertile tract in the District.

The construction of the Dhaka Canal was commenced in 1896-97 as a famine relief work, because the rice crop had failed almost entirely in thana Dhaka in the famines of 1873 and 1896, and much expenditure had been incurred on relief. The canal and its distributaries were completed in March 1908.

One further irrigation work, which has a chequered history and is no longer in operation, remains to be described. The Masan *Pain* in the Ramnagar Raj was constructed at the expense of Government as a famine relief work in 1897-98. The Collector found that the demand was greater than the supply of water, and that there was consequently much jealousy and bickering about it, and that the interests of the Ramnagar raiyats were being neglected. A meeting was held in the Collector's house in June 1899 which was attended by the Collector, the Inspector of Works, and some European Zemindars whose interests were concerned. It was agreed that the management of the work should be vested in the District Engineer, and that the sum of Rs. 800 annually required for the maintenance of the *Pain* should be paid by the Raja of Ramnagar and Messrs. Bion, Marsham and Coffin in proportion to the benefit derived from irrigation by their respective villages. Again in May 1900 the Collector and the District Engineer met the parties requiring water for irrigation at Bettiah, and an arrangement was made whereby the *Pain* was divided into five sections, and the parties agreed to contribute the costs according to the area irrigated. The subscriptions for maintenance amounted in 1901-02 to Rs. 1,786, in 1902-03 to Rs. 1,409, in 1903-04 to Rs. 1,586, in 1904-05 to Rs. 803. In this year the dissolution of the arrangement began. The decrease of income was due to conflicting claims for water, which the Collector fruitlessly endeavoured to settle by compromise. In 1905-06 only Rs. 228 was contributed out of a total assessment of Rs. 2,853, and the Collector proposed to give up the management. From this year the *Pain* was practically closed. As no subscriptions were paid the Collector gave up the management, and the head villages seized all the water. This work was extremely useful during the short period when it was in operation, and it is to be regretted that the suggestion that it should be taken over by the Public Works Department has not materialized.

The areas commanded by the three working canals are as follows:—

Tribeni Canal	...	...	...	24,800 acres.
Tiur Canal	...	...	...	6,000 "
Dhaka Canal	...	...	...	16,000 "
				<hr/>
Total	...	...	...	306,800 "

The great importance of this protection will be realized from the fact that, assuming an average outturn of 15 standard maunds per acre, it ensures an annual yield of 4,602,000 maunds of paddy, or roughly 2 maunds per head of the total population of the district. The figures for areas irrigated will be considered further in the Chapter dealing with Statistics.

10. The chief economic features of the period under discussion, beyond a general rise in prices, are the decline of indigo manufacture, the expansion of the sugar industry, and the increase of trade with the outside world. It will be well in tracing general tendencies to put out of consideration the abnormal circumstances due to the Great War. The expansion of the import and export trade of the District will appear from the following figures. It is unfortunate that statistics for river-borne traffic, which is considerable, are not available, so that the figures deal with railways only :—

Year.	Imports in Maunds.	Exports in Maunds.
1900-01	533,000	842,000
1901-02	538,000	885,000
1902-03	568,000	1,084,000
1903-04	602,000	1,369,000
1904-05	738,000	1,430,000
Quinquennial total	2,974,000	5,617,000
1905-06	682,000	1,172,000
1906-07	1,300,000	779,000
1907-08	928,000	1,725,000
1908-09	1,029,000	1,621,000
1909-10	1,026,000	1,367,000
Quinquennial total	4,985,000	6,664,000

Of the total exports rice accounts for 16 per cent. and paddy for 21.25 per cent. Linseed accounts for 19 per cent., and mustard seed for 15 per cent. The chief imported articles are salt, 30 per cent., and coal and coke, 39 per cent.

The figures for the succeeding quinquennium are :—

Year.	Exports in Maunds.	Imports in Maunds.
1911 ...	3,008,070	2,490,480
1912 ...	4,255,794	2,692,089
1913 ...	2,472,633	1,671,624
1914 ...	3,641,434	2,605,554
1915 ...	3,152,520	2,606,499
Quinquennial total	16,520,453	12,066,246

11. At the time of the last settlement indigo was the most extensively grown of all non-food crops in the District and covered 95,970 acres. In the recent operations, the crop figures of which were compiled before war conditions had taken effect, only 8,872 acres were found under this crop. The interval

Indigo.

has been a period of steady decline, which can best be illustrated by the following figures taken from the quinquennial reports of the District Officers:—

Year.				Maunds produced.	Value.	Price per maund.
					Rs.	
1900-01	...	...	...	20,362	8,156,110	155
1901-02	...	...	...	18,446	2,859,130	155
1902-03	...	...	...	9,437	1,486,763	158
1903-04	...	...	...	14,430	2,020,200	140
1904-05	...	...	...	15,335	1,583,500	100
Total				78,010	11,055,703	...
Average				15,602	2,211,141	142
1905-06	...	...	...	8,717	1,282,618	147
1906-07	...	...	...	9,495	1,449,809	153
1907-08	...	...	...	10,365	1,554,750	150
1908-09	...	...	...	9,898	1,229,763	125
1909-10	...	...	...	6,269	940,671	150
Total				44,744	6,457,611	...
Average				8,949	1,291,522	144

The areas under indigo for the same period were :—

Year.				Aeres.
1900-01	...	...	...	86,000
1901-02	...	...	...	75,000
1902-03	...	...	...	81,000
1902-04	...	...	...	84,000
1904-05	...	...	...	84,000
Average				82,600
1905-06	...	...	...	55,000
1906-07	...	...	...	34,600
1907-08	...	...	...	52,600
1908-09	...	...	...	47,400
1909-10	...	...	...	36,000
Average				45,920

The decline of the industry has actually been due to a cause that is purely economic, that is, the inability of the natural product to compete with the synthetic dye discovered by the Germans at the end of the last century, but, as will be seen in the chapter on recent agrarian history, the system must eventually have collapsed before the force of popular clamour. A former Collector remarked on the rapidity with which the abandonment of indigo had proceeded:

"The effect of the change cannot fail to be far-reaching but it is too early to predict what the consequences will be. One result is, however, already apparent. The cessation of the indigo advances, following the withdrawal of the opium advances, has resulted in a shortage of ready money which in some parts of the District is marked."

The need has been met partly by payments for sugarcane and other country produce, and by money-lending by the Factories on comparatively moderate terms, but co-operative credit, which is clearly the best solution of this universal agrarian difficulty, is yet at an early stage of development.

12. The sugar industry has had varying fortunes in this district. It was introduced by immigrants from Azamgarh and Gorakhpur more than one hundred years ago, and, during the first half of the 19th century, thrived extensively. At that time European factories were engaged in sugar manufacture, but they subsequently abandoned it about 1880 for indigo, which

The Sugar Industry.

became more profitable. Indigo in its turn has declined, and there has been a great revival of sugarcane growing. The area under cane at the time of the last settlement was only 10,330 acres. In the recent operations it was found to be 19,697 acres. The reported figures in the interval show a steady rise :—

Year.					Acres.
1900-01	...	...	...	...	13,600
1901-02	...	...	...	...	11,400
1902-03	...	...	...	...	9,900
1903-04	...	...	...	...	10,500
1904-05	...	...	...	...	10,500
1905-03	...	...	...	...	11,500
1906-07	...	...	...	...	13,100
1907-08	...	...	...	...	15,200
1908-09	...	...	...	...	16,000
1909-10	...	...	...	...	12,100
1910-11	...	...	...	...	14,500
1911-12	...	...	...	...	18,600
1912-13	...	...	...	...	18,500

In the latter part of the last century the manufacture was in the hands of small refiners. These have suffered considerably from the competition of the large modern factories that have sprung up since 1905. There are now three large Sugar Factories in the District at Lauria, Bara and Siraha. A fourth Factory at Babhnouli across the Gorakhpur border also taps the cane of Champaran. The cane is grown on various systems somewhat after the indigo pattern :—

- (1) The *Zirat* system. The Factories grow cane on their own lands under direct cultivation. The best produce is obtained from this source.
- (2) The *Asamiwar* system is two-fold. On the one hand there are *Tinkathia* agreements as for indigo. These agreements are now obsolete since the passing of the Champaran Agrarian Act. On the other hand, there are what are known as *Khuski* agreements, under which the raiyat takes an advance and binds himself to grow cane on a certain area for one year only. The difference between the *Tinkathia* and the *Khuski* agreements lies in the fact that while the latter is only annual and need not be renewed unless the raiyat so wishes, the former was to all intents and purposes a permanent arrangement from which the raiyat could not easily escape, and under which he could not demand terms in accordance with the varying pitch of the market from year to year.

It may be said at once that the type of *khuski* agreement which I have described is also invalidated by the Champaran Agrarian Act, and that in future such agreements can be made only for the delivery of a certain weight of crop, and not with reference to a definite area to be cultivated. The system under which sugarcane has been obtained by the Bara Concern in recent years is peculiar, and deserves further description. In former years the factory, in the villages held by it as a landlord, claimed, and exercised in practice, the right to have indigo or sugarcane grown by raiyats on 3 kathas per bigha. When the *Tinkathia* system was being replaced by other arrangements and the planter landlords took compensation from the raiyats for giving up this claim, the Bara Concern, instead of releasing for a lump sum the whole 3 kathas in each case, adopted the following procedure: One katha out of the three was entirely released from obligation in consideration of an assessment at rates which varied from Rs. 15 to Rs 50 per bigha. These sums were not actually collected; instead the raiyats executed new agreement to grow sugarcane on the remaining two kathas, and admitted the receipt of advances, on which an interest of 12 per cent. was chargeable. These advances were not paid to them, but were actually the sums assessed on the



one katha as described above. The factory paid the raiyats at the rate of three annas per maund for the cane, and obtained from the Sugar Concern five annas per maund. The raiyats complained of this arrangement which was clearly not in their interest, and it is to be hoped that the system has since been improved. Although on the whole there has been a considerable growth in the sugarcane industry in the last decade and although the existing Factories are prospering, it must be recognized that the extension of this industry is subject to limitations. A large proportion of the land of the District is not suitable for growing sugarcane, and the crop requires an intensive cultivation that does not at all appeal to the indolence of the typical raiyat of the District.

13. The chief handicap of the cultivator is lack of capital. The normal state of a raiyat is one of indebtedness, borrowing and repaying from year to year. He is continually in need of assistance, and the development of a spirit of self-help is thus impeded. Of all the remedies for this state that have been suggested, co-operation seems to promise the best results, and I propose to trace very briefly the history of the movement in Champaran. Those who wish to study it in greater detail can refer to the official publications that issue from year to year. The Co-operative Societies' Act was passed on the 25th March 1904, and although the progress made in the Champaran District since then has not been extraordinary, it is a matter for satisfaction that there has been a steady process of growth, and no serious set-back. For this growth beyond the zealous work of officials, much credit is due to non-official help received. Mr. J. E. Rutherford of the Bettiah Estate, as honorary organizer, rendered valuable services in the early stages of the movement. Later Mr. Holtum of Loharia and Mr. Gordon of Murla organized considerable extensions in the Bettiah and Sadr Subdivisions, while in recent years the Rev. Mr. Hodge of Motihari has been the life and soul of the movement in that area. A start was made in 1904-05 with five societies consisting of 50 members. In 1905-06 we find four societies with 101 members and a working capital of Rs. 3,086. The advance thence onward will be seen from the following figures;—

Year.	Societies	Members.	Working capital.	Income.	Expenditure.
			Rs.	Rs.	Rs.
1907-08	19	432	4,960	3,693	3,340
1908-09	18	436	8,748	4,525	4,800
1909-10	18	451	9,208	4,375	3,917
1910-11	18	496	9,188	5,419	5,336
1911-12	19	566	13,243	2,553	6,320
1912-13	23	725	22,389	21,557	21,222
1914-15	49	1,147	64,457	47,521	46,393
1915-16	66	1,144	65,548	...	...
1916-17	40	1,161	54,612	...	...
1917-18	53	1,284	56,197	...	...

The figures of income and expenditure are not shown in the annual statements subsequent to 1915. In addition to these societies, which are purely agricultural, there are three non-agricultural societies with 260 members and a working capital of Rs. 18,925. During the year 1917-18 the agricultural societies advanced Rs. 22,135 to individuals, while the non-agricultural societies advanced Rs. 17,611. The chief obstacle to the development of the movement is the illiteracy of the people for whom it is intended, and the consequent necessity of continual help and support from outside sources. Natural enemies of the movement are money-lenders who cannot be expected for obvious reasons to favour it, and landlords, who fear the spirit of independence which it may engender in the raiyats. It cannot be said truthfully that the zamindars have offered any opposition to the movement in Champaran so far, and indeed some of its most strenuous supporters have been planters. In order, however, that agricultural societies should stand by themselves and be self-managing, a condition

precedent is a great extension of primary education in the shape of village schools. As Mr. Hammond, a former Registrar, wrote :—

*“ Primary education must precede any improvement in village life, whether agricultural, economic or sanitary.”*

My own impression is that in this district the development of the movement can best be fostered by the planters, and that it would be in the interests of the latter not less than of the raiyats that co-operation should become a normal feature of village life. I can best describe the position in the words of the late Mr. Buchan, a former Registrar :—

*“ A large part of North Bihar falls within the sphere of operations of indigo planters. The planter is a person possessing great influence throughout his *dehat*. He lives in close touch with the people, and has an intimate knowledge of them, and he has a direct interest in the material welfare of his tenants. These facts make the planter an ideal organizer of co-operative credit societies.”*

It may be said that in recent years the relations between planter, landlords and tenants have been so strained as to impair the usefulness of the former in this connection ; but this is only a passing phase of agrarian conditions, and better relations are bound to return. It may be said also that it pays the planter better to lend money to raiyats direct. It is true that the latter process may for the time being be more profitable, but under the present law relating to the transferability of raiyati holdings the security of the lender is doubtful, while co-operation furnishes a perfectly safe, and at the same time profitable, investment.

14. Although education has made progress, it cannot be said that the advance has been satisfactory, and at the present day one of the great needs of the

District is primary schools for the children of agriculturists, the importance of which has been noticed in connection with co-operation. The Education Department considers that an increase of nearly one hundred per cent. in the number of primary schools is desirable on the basis both of area and of population. Champaran is still far behind the other districts in the Tirhut Division, but it is satisfactory to note that considerable progress has been made in recent years despite the check on expenditure imposed by war conditions. The figures below trace the gradual advance that has been made since the beginning of the present century :—

Year.	Institutions.	Pupils.
1900-01	877	19,785
1901-02	810	19,984
1902-03	819	19,606
1903-04	799	19,434
1904-05	800	18,495
1905-06	806	18,032
1906-07	793	17,770
1907-08	943	21,268
1908-09	902	19,958
1909-10	958	20,888
1910-11	978	21,772
1911-12	1,007	22,663
1912-13	1,065	22,566
1913-14	1,021	25,163
1914-15	1,138	27,513
1915-16	1,170	27,943
1916-17	1,101	27,470
1917-18	1,041	27,368

The proportion of children at school to the total number of school-going age is still very small. According to the last census there were 141,302 boys and 144,956 girls, or a total of 286,258 children of school-going age. Out of these in 1911-12, 14.4 per cent. of the boys and 1.59 per cent. of the girls and 7.9 per cent. of the total were attending school. The corresponding figures for 1916-17 were boys 16.9 per cent., girls 2.5 per cent., and total 9.6 per cent. Development in education as well as in sanitation and other branches of administration, will in the future be seriously handicapped by the lack of public funds.

The main wealth of the country is produced by the land, but the permanent settlement has diverted into the hands of proprietors all the unearned increment that would otherwise have gone to the State and been utilised for the benefit of the people.

15. Although it cannot be said that the settlement operations in Bihar have resulted on the whole in a reduction of the volume of litigation, there can be no

doubt that the record-of-rights has thwarted and prevented baseless claims, simplified issues and given definiteness and certainty to decisions, qualities they lacked before. It is unfortunate that the changes of jurisdiction that have taken place have made it impossible to collect accurate records of civil litigation in the District for the last 20 years. Champaran was attached to the District of Saran up to 1906, since when it has been attached to Muzaffarpur. The following figures are for cases instituted in the permanent court of the Munsif at Motihari for the years 1907 to 1917:—

Year.	Small Cause Court.	Money.	Rent.	Title.
1907	1,539	606	2,254	384
1908	955	496	1,623	483
1909	637	385	1,615	305
1910	332	720	1,663	231
1911	688	550	1,869	332
1912	888	434	1,818	342
1913	137	1,199	2,424	386
1914	458	704	2,124	351
1915	273	984	2,473	329
1916	217	1,163	4,226	422
1917	292	1,592	5,187	619

The figures of the last four years have been swollen by disputes due to the settlement operations and the indigo question. In the matter of rent suits it is important to remember that a considerable majority of the cases disposed of are decreed *ex-parte*.

## CHAPTER II.

### LAND REVENUE ADMINISTRATION.

#### I.—GENERAL.

16. The land revenue administration of Champaran is essentially simple and such difficulties as have arisen have been due solely to disputes between landlords and tenants. Practically the whole District is permanently settled, and there have been only slight fluctuations in the revenue demand. Such reductions as have occurred from time to time are due either to land acquisition or to the diluvion of a few temporarily-settled estates. The total number of estates is still small, although there has been a gradual increase resulting from partitions. The following figures will show how the position has developed since 1899:—

Year.	No. of revenue paying estates.	No. of revenue free estates including railway lands.	Temporarily-settled estates.	Government Estates.	Total Revenue Demand.
1899-1900	1,229	54	8	Nil	515,420
1900-01	1,229	54	8	Nil	515,566
1901-02	1,233	54	6	2	515,673
1902-03	1,240	61	5	2	515,426
1903-04	1,240	63	5	2	515,426
1904-05	1,245	65	5	2	515,410
1905-06	1,254	66	5	1	515,469
1906-07	1,261	78	5	1	514,982
1907-08	1,263	79	6	Nil	515,116
1908-09	1,263	79	6	Nil	515,114
1909-10	1,265	79	6	Nil	515,112
1910-11	1,284	81	6	Nil	515,116
1911-12	1,295	80	6	Nil	515,137
1912-13	1,305	80	7	Nil	515,118
1913-14	1,317	80	7	Nil	515,133
1914-15	1,323	80	7	Nil	515,138
1915-16	1,337	80	7	Nil	515,163
1916-17	1,349	80	6	1	515,135

The District is mainly comprised in four large Zemindaries,—the Bettiah, Ramnagar, Madhuban and Sheohar Estates,—and the remaining estates are merely the result of the gradual disintegration of portions of these main estates detached from them before they had attained stability.

17. The following statement of the partition cases instituted thana by thana since 1899 shows how little Champaran is subject to disintegration on the whole :—

Partition.

Statement showing Partitions, Cases and Estates formed from 1899-1900 to 1917-18.

Years.	Bagaha.			Gobindgunj.			Dhaka.			Madhuban.			Kessayn.			Bettiah.			Adapore.			Motihari.			Total of cases instituted.
	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	No. of cases instituted.	No. of estates affected.	No. of estates formed by partition.	
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
1899-1900 ...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1
1900-1901 ...	1	...	...	1	...	...	...	1	2	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3
1901-1902 ...	1	2	4	...	...	...	1	...	...	3	...	...	3	...	...	...	...	...	...	...	...	...	...	...	7
1902-1903 ...	2	...	...	1	...	...	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	4
1903-1904 ...	...	1	3	1	...	...	1	...	...	1	...	...	1	...	...	...	...	...	...	...	...	...	...	...	4
1904-1905 ...	...	...	5	...	...	...	...	...	...	...	1	4	1	...	...	...	...	...	...	...	...	...	...	...	2
1905-1906 ...	...	1	...	...	...	...	...	...	...	2	...	...	1	1	2	...	...	...	...	...	...	...	...	...	3
1906-1907 ...	1	...	...	...	...	...	1	...	...	1	7	1	...	...	...	...	...	...	...	...	...	...	...	...	3
1907-1908 ...	...	...	...	1	2	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1
1908-1909 ...	1	...	...	...	...	...	3	...	...	1	1	1	...	...	...	...	...	...	...	...	...	...	...	...	4
19 9-1910 ...	...	...	...	...	...	...	3	...	...	...	...	...	1	2	1	...	...	...	...	...	...	...	...	...	4
1910-1911 ...	...	3	4	...	...	...	3	3	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	2
1911-1912 ...	...	1	2	1	...	...	5	2	10	3	1	4	1	...	...	...	...	...	...	...	...	...	...	...	10
1912-1913 ...	...	...	...	1	...	...	3	1	1	1	1	1	...	...	...	1	...	...	1	...	...	...	1	5	0
1913-1914 ...	...	...	...	1	...	...	3	11	3	1	1	...	1	1	...	...	...	...	...	...	...	...	...	...	3
1914-1915 ...	...	...	...	...	...	...	1	1	1	...	2	4	...	...	...	...	1	4	...	...	...	1	...	...	3
1915-1916 ...	...	...	...	1	1	5	...	2	4	3	1	3	1	...	...	...	1	1	...	...	3	...	...	...	5
1916-1917 ...	...	...	...	...	1	1	1	...	...	...	3	5	...	...	...	...	...	...	...	1	...	...	1	1	1
1917-1918 ...	...	...	...	...	1	3	3	1	3	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	4
Total ...	7	7	10	7	4	11	22	13	42	17	11	20	9	3	5	2	2	5	1	1	3	1	2	6	65

Partitions do not appear to offer any serious difficulty, and do not appear as elsewhere, to have led to serious infringement on the rights of tenants.

18. In land registration likewise the volume of work appears to be comparatively small. The figures for 19 years are given below :—

Year	Total number of cases instituted.		
	Contested.	Uncontested.	Total.
1899-1900	48	408	452
1900-01	28	281	307
1901-02	70	362	432
1902-03	19	377	396
1903-04	25	292	317
1904-05	33	379	412
1905-06	36	415	451
1906-07	25	368	393
1907-08	27	327	354
1908-09	17	346	363
1909-10	14	286	300
1910-11	31	338	369
1911-12	27	291	318
1912-13	55	386	441
1913-14	16	418	434
1914-15	7	246	253
1915-16	20	203	223
1916-17	16	230	246
1917-18	21	353	374

The number of cases is artificially increased by the fact that when one man, holding shares in several Touzis, dies, cases have to be instituted separately in respect of all the Touzis in which he had an interest. Proceedings under section 65 of the Land Registration Act are frequent, as information of omissions is received from the Sub-Registrar. In contested cases of land registration the settlement records are duly considered as evidence bearing on the vital question of possession.

19. There has been considerable activity in the Land Acquisition Department in recent years, owing to the railway extensions and canals, for which it has been necessary to provide. The statement below will show for the years 1899-1917, and for each thana separately, the area acquired permanently, the amount of compensation paid, and the average cost.

Thana.	Area.	Amount of compensation paid.	Average cost per acre.
	Acres.	Rs.	Rs.
Adapur	671	1,28,572	191
Bagaha	3,018	2,80,269	93
Bettiah	404	1,03,217	255
Dhaka	655	1,18,461	181
Gobindganj	35	6,414	169
Kesaria	34	4,613	136
Madhuban	21	6,318	301
Motihari	34	6,268	185
Shikarpur	3,264	3,61,603	111
Motihari Municipality	21	6,392	304
Bettiah Municipality	2	2,592	1,296
Total	8,162	10,26,739	125

It will be seen that 8,162 acres have been acquired at a cost of Rs. 10,26,739, or an average of Rs. 125 per acre. The largest areas appertain, of course, to Thanas Bagaha and Shikarpur, as that area is affected both by the new railways and by the canal. The high incidence of costs in the case of Madhuban Thana is due to the acquisition of valuable land with a large number of trees near Mehsi station. In Municipal areas the

cost for building sites has gone as high as Rs. 2,500 per acre. The area acquired has affected the cultivated area of the district and added to the uncultivated area. The results will be discussed in the chapter on Statistics.

20. The cess demand at the beginning of the century was Rs. 1,75,000. The re-valuation of 1907 raised it to Rs. 1,87,000. The present figure is approximately Rs. 1,89,000 and revaluation proceedings are again in progress. In 1898, Mr. Stevenson-Moore was of opinion that the valuation then was more than sufficiently high, and that revaluation would not be productive of an increase. This prophecy, however, was not supported by the result. A present there is room for further and very considerable expansion of the cess demand, as will appear from the facts and figures in the next paragraph.

21. In estimating the leniency of the revenue assessment it is misleading to draw conclusions from averages derived from total area and total revenue, as a district lightly assessed with reference to its total area may, owing to the large area of waste and the relatively small area of cultivation, be harshly assessed on its real assets. In general in permanently-settled tracts the incidence of revenue, judged by assets which are the only real criterion, tends to become increasingly lenient, as will be seen from the following analysis of the revenue and assets of the Bihar districts :—

District.	Assets.			Revenue.	Ratio of revenue to assets.	Incidence revenue per acre.
	Cash rent.	Value of produce rent and <i>khas</i> land.	Total.			
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs. & p.
Patna ...	87,98,950	40,24,080	78,22,930	15,20,728	1:5	1 2 0
South Monghyr ...	19,14,033	20,23,008	47,37,031	5,07,807	1:9	0 4 4
North Monghyr ...	15,3,728	11,08,320	29,37,048	9,74,060	1:8	0 6 5
Purnea ...	...	...	44,20,306	11,72,868	1:4	0 6 2
Bhagalpur ...	40,41,595	22,01,770	62,46,365	5,54,842	1:11	0 3 4
Darbhanga ...	53,71,582	16,56,873	70,28,455	7,88,311	1:9	0 5 10
Muzaffarpur ...	45,70,010	19,19,500	63,89,510	9,65,128	1:6	0 9 11
Saran ...	48,78,960	10,86,584	59,65,544	12,63,924	1:4	0 11 10
Champaran ...	29,28,428	10,76,682	40,05,100	5,15,125	1:8	0 3 7
Gaya ...	35,63,187	88,12,517	1,23,75,104	14,83,775	1:8	0 7 9
Shahabad ...	50,64,508	43,11,131	99,6,773	17,78,578	1:6	0 10 5

Champaran is thus fourth among the lightest assessed districts at present, and in view of the enormous space for expansion, both in new cultivation and in the increase of existing rent, there can be no doubt that it will at some time in the future be the lightest assessed district in Bihar. At present the total revenue of the district is Rs. 5,15,125, while the assets, at the very lowest computation, cannot be less than Rs. 40,00,000. The Rs. 40,00,000 is made up as follows :—

Cash rental	...	...	...	Rs.	29,28,428
Produce rent and <i>khas</i> land	...	...	...		10,76,682
			Total		40,05,110

In estimating produce rent and land in direct cultivation of landlords I have assumed an annual value of Rs. 6 per acre, and I do not think that this can be criticised as extravagant. I have entirely omitted (1) *Sairat* and (2) enhancements under section 105. These additional items would add approximately Rs. 2,00,000 to the valuation. The leniency of revenue assessment cannot be better illustrated than by an analysis of the operations under the Sale Law since 1899.

Year.	Estates liable to sale.	Estates sold.	Revenue of Estates sold.	Purchase price.
1899-1900	66	14	Rs. 531	Rs. 9,086
1901-02	47	10	414	15,826
1902-03	34	3	47	2,020
1903-04	42	1	12	40
1904-05	41	1	42	105
1905-06	57	1	5	215
1906-07	52	Nil	Nil	Nil
1907-08	94	Nil	Nil	Nil
1908-09	122	1	10	80
1909-10	99	2	103	1,100
1910-11	38	1	2	100
1911-12	57	1	9	25
1912-13	46	Nil	Nil	Nil
1913-14	17	Nil	Nil	Nil
1914-15	44	Nil	Nil	Nil
1915-16	62	Nil	Nil	Nil
1916-17	61	1	9	80
1917-18	52	Nil	Nil	Nil

It will be seen that in 20 years only 36 estates have been sold, and that the revenue of these latter is altogether trivial. In ten years there have been only six sales, representing a revenue demand of Rs. 132. The revenue of all the estates sold in the period of 20 years is Rs. 1,183 while the purchase price is Rs. 28,906, that is, 25 times the revenue. Private sales of estates and their purchase value will be discussed in the chapter on Statistics.

22. The Cess Act was amended by Bihar and Orissa Act I of 1916. In 1910, by Bengal Act IV of that year, a great innovation had been introduced in revaluation procedure in the utilisation of the Settlement Department. The first definite experiment made with this procedure was in the district of Hazari-bagh, where it was found very cumbersome and practically unworkable. The defect was, briefly, that the valuation rolls or village valuation statements were compiled at a premature stage, and there was consequently infinite labour, confusion and trouble in correcting, revising and recasting the statements at every stage succeeding the attestation of the record. The legislation of 1916 was intended to remedy this, and to introduce a more workable procedure. The new provisions introduced by the Amendment Act are clearly more workable than the old, and are in fact now being successfully employed in Saran district. It is unfortunate that the new procedure was not available while the Champaran operations were in progress. On the other hand, we had a sufficiently large number of grave questions to deal with, and the subordinate staff was so incompetent at times that it would have been difficult to get, in addition to the record-of-rights, a correct series of valuation rolls. Under the new system, rolls are not drawn up until the record has gone through the whole of the summary processes and check, that is, has been attested and draft published and checked in recess after the hearing of all objections. Provision is made for the incorporation in the rolls of the increased assets due to rent settlement. It would have been well, if possible, to postpone the compilation of the rolls until after the case work stage had passed, but this would mean in every case that the whole settlement staff would have left the district permanently, and would no longer be available.

The Bihar and Orissa Public Demands Recovery Act, 1914, is merely an adaptation of the Bengal Act of 1895 and does not merit any particular discussion.

The chief legislative enactment with which we are concerned is Act I, B. C., of 1907, which amended the Bengal Tenancy Act. It will be interesting to examine the objects of the Legislation. The account of the operations that follows may give some material for determining how far those objects have been attained. This is probably the most important agrarian measure passed since 1885. Its objects were—

- (1) While on the one hand giving landlords greater facility for the collection of their rents, yet on the other to discourage their evading the provisions of the Bengal Tenancy Act, 1885, with regard to the enhancement of rent by entering into unfair, inequitable and collusive compromises with their tenants;
- (2) to give greater authority to the record-of-rights when such record has been duly prepared and published;
- (3) to give power to Government to distinguish between good and bad landlords, and to take steps in the case of the latter for the reduction of rents when they appear to have been so unduly enhanced as to be oppressive to the cultivators of the soil; and
- (4) to revise the Bengal Tenancy Act, 1885, to the extent of removing such defects in it as the working of the Act during the previous 20 years had brought to light, and such ambiguities and anomalies as had given rise to conflict of opinion and judicial decision.

The main provisions were to the effect that —

- (1) no court shall give effect to any agreement or compromise the terms of which, if they were embodied in a contract, could not be enforced under the Act;
- (2) in all rent suits the record-of-rights is to be consulted and every entry on the record shall be presumed correct until it is proved by evidence to be incorrect. A court passing a decree at variance with entries in the record-of-rights must record its reasons for so doing; and
- (3) it is provided that in an area in which a record-of-rights has been prepared and is maintained, any landlord may apply to the Local Government for the application of the procedure prescribed by the Public Demands Recovery Act (that is, the certificate procedure) to the recovery of the arrears of rent due to him.

It will appear from the pages that follow that there has been, and is still the greatest need for scrutinising compromises between landlords and tenants. In the settlement operations just completed numerous cases were found where compromises, obviously involuntary on the raiyats' part, were paraded before the courts of the Revenue Officers as binding agreements, and a serious attempt was made to support a misinterpretation of the law by misquoting high judicial authority. The provision regarding the presumptive correctness of the record-of-rights has been successful on the whole. It furnishes an excellent restraint on frivolous litigation, and at the same time is the line of least resistance for a judicial officer, as the onus of proving the record incorrect, which always rests on the party who challenges it, is not easy to discharge. The necessity both for restricting contracts and compromises and for strengthening the authority of the record is strikingly illustrated by the case of the Madhuban Estate. In this estate the rents of raiyats were the subject of a very bitter contest at the last settlement. The zemindars' claims failed in the large majority of cases, and appeals and suits in subsequent proceedings failed to shake the record. The contest did not end here.

The raiyats had subsequently either to execute registered agreements admitting the rents claimed by the zemindars, or were sued for those rents, and, after much harassment, made to compromise on the basis of them in the



Civil Court. The following are striking examples of the result of this procedure:

Year of Civil Court Decree.	Rent determined at last settlement.	Rent decreed.
1903 ... ..	Rs. a. p. 2 12 0	Rs. a. p. 4 14 9
1904 ... ..	5 1 6	21 5 9
1904 ... ..	9 0 0	23 4 9
1904 ... ..	8 6 6	28 14 0
1905 ... ..	1 8 6	6 3 6
1909 ... ..	1 11 9	7 11 0

In all these cases there was a compromise in the face of the record-of-rights and in subversion of it. The decree in the case of 1909 after the introduction of section 147A is clearly illegal from every point of view. In all these cases of compromise in Court and out of it, the last settlement rent was upheld in the present operations.

## II.—AGRARIAN HISTORY.

23. The chief interest, however, attaching to land revenue administration in this district is the general question of the relation between landlords and tenants. During the last settlement, and up to then, there had not been any very serious friction, though occasions had happened when the growing of indigo had caused trouble. To understand the connection between recent events, it is necessary to visualise the condition of affairs prevailing in the district at the beginning of the present century. The Bettiah Estate was on the whole in peace. The Madhuban Estate was in a condition of violent struggle over the question of rent. The Ramnagar Estate was in confusion from many causes. The greater part of the District is covered by factories which hold leases, temporary (*thika*) or permanent (*mukarrari*), under the proprietors. A "Factory" properly speaking means an indigo factory, but the same term is applied to the headquarters of *thikadars* who have no manufacturing industry. The rent rate of the District was very low, averaging Re. 1-13-9 per acre. The land is fertile, and in places very fertile, but, strange to say, the most fertile portion, that is, the *bangar* lands in Thanas Bagaha, Shikarpur and Adapur, was most liable to famine, owing to its need of water and the absence of protecting agency. Thus circumstanced the raiyat had to pay to the middlemen who were their immediate landlords, in addition to rent, some substantial consideration, which took various shapes. In the indigo planting area the general custom was that each raiyat grew for his landlord indigo on  $\frac{3}{10}$ ths of his holding, and received from the planter a certain price fixed by contract. This arrangement, though prima facie a free contract, was not so, but was a binding obligation universally enforced. In the non-indigo area the raiyats paid to their immediate landlords various *Abwab* with a general average incidence of about Rs. 3 per bigha. Now it is well to understand at the outset that the whole history of the last 20 years, and more particularly of the last decade, has been the gradual awakening of the tenantry to the doubtful legality of these additional considerations which they rendered to their landlords, and their efforts to escape from them, culminating in the enquiry of 1917, and the subsequent special legislation. I will now endeavour to trace, without unnecessary detail, the chain of events. I have referred throughout, not to hearsay, but to authentic documents or information judicially acquired during the present operations. In 1899 the District officer received complaints against two indigo concerns and one European Manager of a zemindari about illegal *Abwab*. It is clear from the contemporary records that the words *Hunda* and *Tinkathia* were used to indicate contributions levied in lieu of the cultivation of indigo. In 1900 a petition was filed against a *Thikadar* of the Bettiah Estate for taking *Abwab*. As usual the allegations were not proved, and the petitioners did not present the real facts. This, I may observe, is a feature which I have had much occasion to notice in Champaran raiyats, even when they have a

perfectly valid true case. The following is a quotation from the Land Revenue Administration Report:—

"It is said that Native landlords and farmers levy special contributions on the occasion of a marriage, birth or death, when they want to buy elephants and some times when they have spent money on litigation. Some indigo concerns which have partially or entirely given up the manufacture of indigo, have converted their demands for the supply of indigo plant into a demand for grain of 3 Kathas per bigha for the same payment as used to be made for indigo. This demand is again some times converted into a demand for about Rs. 8 per bigha, thus calculated to be a balance due in the planters' favour. This arrangement seems inequitable, but the planters concerned appear to think it could be justified in the Civil Court. Such contributions have been paid for years.

"Occasionally some person to serve his private ends stirs up the raiyats to object. Nevertheless the system is not likely to last long."

From 1902 to 1905 though the same conditions prevailed, there were no decided complaints. In 1905-06 the Bihar Planters' Association expressed disapproval of the action of one of the large Indigo concerns in taking from the raiyats a levy called *Hunda* as compensation or damages for not cultivating indigo, and the manager agreed to discontinue the levy. In 1906-07 the Collector discussing the continuance of the *Abwab* system writes:—

"Long custom, traditional homage to landlords, and a desire to live in amity with them, explain the acquiescence of the tenants in these demands."

From 1907-08 the question of the relations between landlords and tenants became acute. The most noteworthy event of the year was the murder, under circumstances of peculiar atrocity, of Mr. Bloomfield, Manager of the Telhara Factory. This was the outcome, not of any of the large questions between landlord and tenant, but of an isolated case in which the *Thikadar* had refused to sanction the transfer of holdings. The reduction of opium cultivation occasioned considerable loss to the raiyats, and they were all the more ready, therefore, to revolt against the existing system. There were complaints against *Thikadars* for collecting *Abwab*, and considerable trouble originated in the Sathi area.

24. From early in the year 1907 there was a general feeling of uneasiness, vague and indefinite at first but subsequently very perceptible. Continual meetings of the Muhammadan raiyats were held in the Sathi area under the guidance of one Shaikh Gulab. Acts of violence were committed on factory servants by raiyats who refused to labour for the factory after having received advances. Convictions were obtained, but reversed on appeal. This gave a fillip to the movement which continued. Arson followed and, most significant of all, the sowing down of the raiyat's own crops in the *Tinkathia* fields set aside for indigo. More convictions were set aside by the appellate court, and the prestige of the recusant party was enhanced. A common fund was raised for contesting cases and petitions were put in against the factory specifying —

(1) that *harja*, or damages for not growing indigo, was being taken, although no *sattas* had been executed;

(2) that other illegal cesses were taken by the *Amla*; and

(3) that the services of labour and cartmen were not paid for.

The Factory shut off the supply of water through the *pains* which it had constructed, and there followed thefts of water and prosecutions on this account. Some of the leading raiyats, Shaikh Gulab, Shaikh Rajab Ali, Shaikh Willayat and others were made special constables. They refused to act, and were convicted under the Police Act. The High Court set the conviction aside in March 1908. Meanwhile the tenants had petitioned His Honour the Lieutenant-Governor. But in an enquiry that followed by the Subdivisional Officer and the Collector the raiyats grossly exaggerated and thus obscured the real facts. Petitions continued, and the raiyats complained that they were being made to affix their thumb impressions to documents. In February and March 1908 raiyats disputed with the factory the possession of the oats and other crops grown in the *Tinkathia* land and thousands of cases were instituted. Eventually it was agreed that whatever crops in this land were grown from

Factory seed should be taken by the Factory ; while the raiyats should take the crops grown from seed supplied by themselves. Rents were sent by money order and refused. The agitation at the time was ascribed to *Amla* but I have been unable, either from contemporary records or from the enquiries made since, to find any corroboration of this. The kernel of this disturbance, as of all the subsequent agitation, was the *Tinkathia* system. The petitions filed by the raiyats contained one perfectly true statement, that is, that there were no *sattas* or agreements for indigo growing, and that *harja* or compensation was being taken for not growing it. It is true that in this area the raiyats, or so much of them as could be supplied, were given water from the Factory *pains* on the condition of contributing only 1½ annas per bigha of holding for the upkeep and the extension of the *pains*. The subsequent history of these *pains* formed the subject of an enquiry during the recent operations, the result of which will appear in the proper place. In sympathy with these disturbances meanwhile the raiyats of the Bhasurahi Factory, which holds villages in *Thika* lease under the Ramnagar Estate, petitioned against their landlord complaining of illegal exactions. The upshot of this Sathi disturbance was an agreement that such raiyats as did not wish to grow indigo or oats on the *Tinkathia* system, should pay for their irrigation from the *pains* at the rate of Rs. 3 for every bigha of their holdings, and should execute agreements to this effect. The registration of these *pains* as improvements was in progress, when the more serious disturbances of 1903-09 broke out, and temporarily put a stop to the work. When conditions were settled again, the raiyats quietly executed agreements or *sattas* of which the following is a translation :—

I, Mr. S. E. Coffin, for self and as Manager of other proprietors of Sathi Concern am the 1st party, and \_\_\_\_\_, son of \_\_\_\_\_, by caste \_\_\_\_\_, by occupation \_\_\_\_\_, resident of Mouza \_\_\_\_\_, Tappa \_\_\_\_\_, Thana \_\_\_\_\_, District \_\_\_\_\_, is the tenant 2nd party.

The proprietors of Sathi Concern have got the Canal and *Pain* excavated at their own heavy cost. They get the embankment constructed each year at their own cost and get the Canal and *Pain* repaired from which water flows to Mouza \_\_\_\_\_ and the irrigation of the Mouza takes place. The tenants of the Mouza have got no right to take water and to irrigate their fields without the proprietor's permission. Therefore with a view to avoid future disputes both the parties have entered into an agreement, that the 2nd party shall pay each year to the proprietors, i.e., to the 1st party Rs. \_\_\_\_\_ per bigha on his entire holding after deduction of the allowance made for Survey measurement and shall take water for irrigating his fields in the proper manner with the permission of the proprietors ; and that the proprietors, i.e., the 1st party, shall not claim from the tenant, i.e., the 2nd party, any enhancement of rent by enforcing their right either under law or in any other way so long as the latter continues to pay to the former Rs. \_\_\_\_\_ per bigha annually referred to above. Therefore, of my own free will and accord I, \_\_\_\_\_, tenant i.e., the 2nd party, do make a trustworthy declaration and state in writing that so long as the Canal and the *Pain* exist, I, the 2nd party, and my heirs and representatives, shall pay each year to the proprietors, i.e., the 1st party, or to their heirs and representatives, Rs. \_\_\_\_\_ per bigha on my entire holding after deduction of the area allowed for Survey measurements which are in progress or which may take place in future in the said Mouza \_\_\_\_\_, without any objection whatsoever. I, the 1st party, do declare that I shall allow the tenant, i.e., the 2nd party, to take water from the said Canal and the *Pain* in a proper manner for the purpose of irrigation of his fields. I, the 1st party, further declare that the proprietors, i.e., the 1st party, shall not claim from the 2nd party any enhancement of rent by enforcing their right either under the law or in any other way so long as the 2nd party or his heirs and representatives shall pay to the proprietors, i.e., the 1st party, or to their heirs and representatives, Rs. \_\_\_\_\_ per bigha annually referred to above, without any objection. We have, therefore, executed this *Ekrarnama* so that it may be of use when required. Date \_\_\_\_\_, month \_\_\_\_\_, year.

25. The general spirit of uneasiness continued through the summer of 1908 and at the Bettiah Mela, from the 29th September to the 10th October, the raiyats of the Subdivision discussed the situation and their grievances—real and imaginary,—among themselves. The outstanding personalities in these meetings were Shaikh Gulab of the Sathi area and one Sital Rai, a resident of village Rampur Mathia near the Parsa Factory. A general feeling of dissatisfaction was expressed against the whole *Tinkathia* system, and the raiyats more or less agreed to take the law into their own hands, and

The Pettiah Disturbances, 1908-09.

break the system once for all. Irresponsible people, as might be expected, fanned the passions of the people, and the excitement resulted in violence. The outbreak started in the area of Parsa Factory and spread to the Mallahia, Bairia and Kuria areas. Sital Rai and others put in a petition on the 20th October in which the grievances of the tenantry were stated. They objected to the compulsory growing of crops on the *Tinkathia* system, and alleged that the payment received was much less than the tenant could expect to receive if he grew food crops. It became necessary to employ military police to preserve order. Fifty-seven criminal cases were instituted and 266 people were convicted of acts of violence. The disturbances were thus quelled in November 1908. Mr. Gourlay, who was then Director of Agriculture and had at one time been Subdivisional Officer in Bettiah, was deputed to make an informal enquiry which he completed in December and January. His report was submitted in April 1909, and, after informal discussions between Government and members of the Planters' Association, certain changes were made in the existing system, the chief items being—

- (1) an increase of the price per acre paid for indigo cultivation to the raiyats from Rs. 12 to Rs. 13, and
- (2) the introduction of a bye-law whereby the area to be taken from the raiyat each year was reduced from 3 kathas to 2 kathas in the bigha.

The agitation subsided and raiyats seemed, partly at least, to have regretted it. The decent element among them entirely disapproved of the acts of violence that had been committed, while the more turbulent element was cowed by the punitive police and the punishments actually inflicted, and concluded that there was no use in agitating against the indigo system, which must go on as before. Although a superficial quiet followed the feeling against the whole existing system continued, and the recusant element gained confidence from the immunity enjoyed by the agitators in general, the acquittal of the persons convicted in connection with the Sathi disturbances of 1907-08, and particularly the modification by the High Court of the death sentence passed by the Sessions Judge on the murderers of Mr. Bloomfield. The years 1910 and 1911 were free from incident, though in the latter year the Collector strangely misreading the signs of the times, writes—

"I am more than ever convinced that if an attempt be made at the forthcoming revision of the settlement to generally raise the rate of rent, the whole District will be thrown into a blaze."

How this opinion has been belied, and how already existing causes contributed to bring about the result which the Collector anticipated, will appear from the events that followed. The decline of indigo proceeded steadily, and likewise the decline of the profits of the Factories. In December 1911 a large body of raiyats assembled at Narkatiaganj Railway Station to state their grievances to His Majesty the King-Emperor, who was then on his way back from Nepal, and in January 1912 they sent representatives to submit a memorial in Calcutta. In September and October 1912, in a series of articles in the *Beharee* newspaper entitled: 'The Planter and the Raiyat', the system was again strenuously attacked.

26. Meanwhile with the decease of indigo came arrangements by which the planter landlords hoped to compensate themselves, and to carry on their business on a profitable basis. The practice of getting the raiyats to grow for the benefit of the landlord a special crop on  $\frac{3}{10}$ ths of the area of their holdings was regarded and enforced as an absolute and permanent right. Now, when this system came to an end with the decline in indigo profits, the planter by agreement with the tenants devised the following two-fold method of compensating himself for the loss of that industry:—

- (a) In villages held on *mukarrari* or permanent lease, in which the planter was really in position of proprietor, he entered into contracts with the raiyats by which the latter agreed to pay enhanced rents in consideration of being released from the

*Tinkathia* or indigo obligation. The enhancements were about sixty per cent. over the original rents, and were effected by registered documents. This transaction was popularly known as *Sharahbeshi*.

- (b) In villages held on temporary lease the planter took lump sums, called *Tawan*, from the raiyats in consideration of their release, and gave them in return a promise, embodied in an informal document called *Muafi Chithi*, that he or his successors would never ask them to grow indigo or any other crop for the factory.

The distinction between the two methods is very important. The indigo area lies mainly within the Bettiah Estate. The planters hold villages in permanent or temporary leases. The principle adopted was that the whole compensation for the cessation of indigo should go to the planter. If rents had been enhanced in the temporarily-leased villages,  $\frac{2}{3}$ ths of the increase would go to the proprietor; whereas by taking lump sum payments the planter was enabled to appropriate the whole compensation. The distinction was not observed by all the Factories. The Rajpur Concern consistently adopted the *Tawan* method in all its villages, *Thikadari* and *Mukarrari*. The Pipra concern, while enhancing rents in its *Mukarrari* villages, continued *Tinkathia* cultivation in its *Thikadari* villages. The Lalsaraya Concern did not adopt either method, but merely assessed to rent excess areas discovered in the possession of raiyats at the last settlement, which the Factory had then agreed to leave unassessed, so long as the raiyats continued *Tinkathia* cultivation. The obvious objection to the adoption of both methods by the same concern, according as the villages were *Thikadari* or *Mukarrari*, was that the raiyats who paid *Tawan* might reasonably regard themselves as immune from further enhancements, and the Bettiah Estate in fact applied for enhancement of rents under section 105 of the Bengal Tenancy Act in all its *Thikadari* villages. To facilitate the execution of the *Sharahbeshi* agreements special Sub-Registrars were deputed to the actual localities of the Factories. In the case of *Tawan* those raiyats who had not the ready cash to pay either borrowed from *Mahajans*, or mortgaged their land, or sold their stock, and thus paid, or executed hand-notes acknowledging the receipt of a *Takavi* loan corresponding to the amount of *Tawan* due with interest at 12 per cent.

These substituted arrangements proceeded through 1912, 1913 and 1914 and were in fact in full swing when the revision operations started in October 1913.

27. It will be well at this stage to state briefly the several difficult matters with which the administration was confronted:—

- (1) The Sathi trouble had not really ended as the Collector was approached with petitions against the *Pain Kharcha* which was substituted for indigo cultivation.
- (2) Regarding *Tawan*, as no complaints were being received, the administration did not consider it necessary to interfere with the parties.
- (3) It was quite impossible without regular judicial proceedings to decide on the legality of the enhancement agreements or *Sharahbeshi*. The Collector received a certain, though not a large, number of petitions from raiyats complaining of compulsion in connection with these agreements, but there was not sufficient evidence on which to take action.
- (4) The whole system of *Tinkathia* indigo was now regarded as unsound and unpopular, and it was difficult, and perhaps dangerous, to interfere with any voluntary arrangements that the parties might wish to make in substitution of it.
- (5) The *Abwab* system still continued in the north of the District, but a comprehensive enquiry was necessary to elucidate all the facts concerning the nature and the extent of these levies.

In 1914-15, the record-of-rights for the Bettiah Subdivision was attested. Towards the end of 1914 a number of petitions were presented to His Honour the Lieutenant-Governor complaining of *Abioud* and other matters, and these petitions were reported on by the Settlement Department. It was quite clearly proved that illegal *Abioud* were being collected on a large scale. The Bettiah Estate stopped all such levies by its *Thikadars*. The administration was not in a position to enforce a similar prohibition in the Ramnagar Estate. In 1915-16 the record of the Motihari Subdivision was attested. The legality of the *Sharahbeshi* or indigo enhancements was strenuously contested by the raiyats, who hoped to have all these rents declared illegal, and thus to escape from indigo cultivation without paying compensation in any shape. At this stage there were numerous petitions and representations from the raiyats, and the agitation extended over a large portion of the Sadr Subdivision. The raiyats, throughout this period manifested remarkable cohesion and persistence, but they failed to prove the main plea on which they based their attack, that is, that force had been used to procure all the enhancement agreements. The majority of the enhanced rents were thus allowed. The raiyats, especially the Bhuinhar Babhans of the Pipra and Turkaulia areas, were inclined to be turbulent in their objection to these decisions, and the Settlement Officers had a continuously unpleasant experience. No actual violence, however, occurred, and the raiyats eventually seemed inclined to accept the enhanced rents as inevitable. Meanwhile, however, the leaders of the Bettiah raiyats had enlisted public interest outside the district. One of the raiyats attended the Provincial Congress at Chapra in 1915 and again the All-India Congress in 1916. In April 1917, Mr. M. K. Gandhi visited the District and stayed there enquiring into the complaints of raiyats, with intervals of absence, till July. He submitted to Government on the 15th May a note embodying the preliminary conclusions at which he had arrived as a result of his enquiry. Meanwhile the district was in a state of unparalleled excitement. The payment of rents to European planters was entirely suspended. Their Zemindary servants were treated with contempt and indignity, some factory buildings were burnt down and a very dangerous situation was created. The accumulated trouble of 40 years was brought to a head, and there was now only one possible way of dealing with the matters in contention. The Government accordingly, in Resolution No. 1890-C., dated 10th June 1917, appointed a Committee consisting of five Members and a President, the President and two of the Members being officials, while the remaining Members were Mr. D. J. Reid, a Muzaffarpur planter, Mr. Gandhi and the Hon'ble Raja Harihar Prasad Narain Singh, whose place was subsequently taken by the Hon'ble Raja Kirtyanand Singh of Banaili.

The Committee of Enquiry.

28. The terms of reference were:—

- (1) To enquire into the relations between landlords and tenants in the Champaran District, including all disputes arising out of the manufacture and cultivation of indigo;
- (2) to examine the evidence on these subjects already available, supplementing it by such further inquiry, local and otherwise, as they may consider desirable; and
- (3) to report their conclusions to Government, stating the measures they recommend in order to remove any abuse or grievances which they may find to exist.

The Committee commenced its sittings at Bettiah on the 17th July, and finally reported to Government on the 4th October 1917. The report was reviewed by Government in Resolution No. 6296-R., dated the 18th October 1917 (published in the Supplement to the *Bihar and Orissa Gazette* of October 24th, 1917). The essence of the Committee's findings was that the *Tinkathia* system was unpopular, radically defective and inconsistent with the relations that should exist between landlords and tenants under modern conditions, and that it should, therefore, be altogether abolished; that the feeling against *Sharahbeshi* was so strong, and the prospect of ruinous litigation so imminent, that it was desirable to terminate the present situation by a settlement in which both

parties should make concessions ; that the taking of *Tawan* was not justified in temporarily leased villages ; while in permanently leased villages in which this levy had been taken it was desirable that some arrangement analogous to that in connection with *Sharahbeshi* should be settled ; that *Abwab* had been extensively levied and that the existing law did not furnish a sufficient restraint on this practice. It is unnecessary to recapitulate the findings on minor matters. It was recommended that emergency legislation should be introduced to effect the abolition of the *Tinkathia* system and to prescribe the conditions under which indigo might be continued on a purely voluntary basis, and to reduce by 20 to 26 per cent. the enhancements effected by *Sharahbeshi*, and to cancel all entries in the Record-of-Rights regarding the existing obligations to grow indigo. It was also recommended that section 75 of the Bengal Tenancy Act, which in its existing shape was inoperative, should be amended in order to give power to the Collector to deal with cases of illegal levy summarily.

With reference to *Tawan*, the Committee proposed that where it had been taken in temporarily leased villages, the Bettiah Estate should make it a condition of the renewal of the temporary leases, that 25 per cent. of the *Tawan* collected should be paid back to the Estate, and that the Estate should refund it to the tenants concerned. Moreover, since *Tawan* must be regarded at least in part as capitalised rent, it was recommended that the Bettiah Estate should for a period of seven years forego any enhancement which might be granted in the Settlement courts on the ground of the rise in prices, of the rent of any tenant who had paid *Tawan*.

29. Government accepted the Committee's recommendations generally and undertook legislation to give effect to them. Accordingly a Bill was introduced in the Legislative Council in the cold weather, 1917-18, and in its final form the Champaran Agrarian Act (Act I of 1918) received the assent of the Governor-General on the 1st of May, 1918. The Act abolishes the *Tinkathia* system, and renders invalid any existing or future contract between a landlord and a tenant which contains a condition to set apart the land of the tenancy or any portion thereof for the cultivation of a particular crop. In accordance with a compromise arrived at between the raiyats, represented by Mr. Gandhi, on the one hand, and the Pipra, Turkaulia and Motihari Factories on the other, it is provided that the *Sharahbeshi* enhancements should be reduced with effect from the 1st October, 1917 by 20 per cent. in the case of Turkaulia, and by 26 per cent. in all other cases. On the other hand, where the *Sharahbeshi* enhancement had either been disallowed by the Settlement Department, or not imposed at all, and the indigo condition was in force and entered in the Record-of-Rights, it is provided that this entry should be cancelled, the condition should be abolished, and the rent of the tenancy should be enhanced, to an extent proportionate to the reduced enhancement allowed in respect of *Sharahbeshi* tenancies belonging to the same or neighbouring villages of the same landlord. This new rent was to be entered in the Record-of-Rights and deemed a part thereof. Provision is also made for giving effect to these enhancements, reductions and cancellations and entries in the Record-of-Rights, and for appointing an authority to that end. The Act finally prescribed that contracts for a term not exceeding three years between tenant and landlord should be permissible if they were for the delivery of a specified weight of a particular crop, as distinguished from the cultivation of a certain area with that crop. It must be said, however, that the legislative body rejected the clause in the Bill which was most of all designed to protect the raiyats' interest, that is, the clause conferring on the Collector summary powers to fine landlords for the exaction of *abwab*. The administration is still powerless to deal with illegal exactions except in the area which happens to be under the control of the Court of Wards.

30. The Settlement Department carried out the alterations in the record prescribed by the Agrarian Act during 1918-19. The excitement meanwhile was subsiding, but the payment of rents was very unsatisfactory, and the Bettiah Estate and its tenure-holders had the very greatest difficulty in meeting the financial demands upon them. After Mr. Gandhi had left the district,

Subsequent measures.

the more turbulent element among the raiyats frankly repudiated him and his agreement on their behalf, and raised all possible frivolous objections to the recording of the new rents by the Settlement Department. I had myself left the settlement at this time, but the action of the Bhuinhar Babhan raiyats in particular merely confirms the unpleasant impression which I had gathered from a somewhat long experience of them. To ease the situation and to give Factories the help to which they were justly entitled, Government allowed, under section 158-A. of the Bengal Tenancy Act, the extension of the certificate procedure to the villages and rents of the Turkaulia, Motihari and Pipra Concerns. This action has had a beneficial effect, although at the time of writing this report large arrear balances are still said to be due. I have personally always been of the opinion that the extension of the certificate procedure to chosen landlords would be on the whole a measure beneficial to both the landlord and the tenant. It would merely save them from the delay, trouble and expense of *ex-parte* suits in the Munsif's Court. The accounts of the Factories are excellently kept and usually beyond criticism, and the only condition necessary would be that the Manager should be a man of such character that he could be trusted not to abuse the procedure in cases where rents were not beyond doubt.

31. In this brief account of the recent agrarian history of the District I have purposely avoided all the controversy that surrounded the subject, and it does not seem necessary for me to enter at length, or indeed at all, into the merits of cases that have been the subject of a public enquiry and legislation. Although the conditions in Bengal were entirely different, the report of the Indigo Commission of 1860 recalls many of the features of the recent controversy.

32. While it must be agreed that there were evils in the system that prevailed and that these evils demanded a remedy, it is important to remember that a very exaggerated picture of conditions is obtained from the contention that has marked the last five years. The system itself was tolerable under an efficient and just management, such as, for example, that of the Pipra Concern, in whose area there appears to have been no friction of any kind for the twenty years preceding the revision operations. It is also true that the indigo remuneration for  $\frac{2}{10}$ ths of a holding paid the rent for the whole holding, and the raiyat thus, having a continual store of credit, was saved *volens volens* from the usual consequences of his own thriftlessness. The average indigo planter, who, like all influential Zemindars, strenuously asserted and enforced his authority, took an active interest in the welfare of his tenantry, and was just beyond criticism in holding the scale between man and man. He decided practically all village disputes: His decisions were invariably accepted, and while it is easy to criticise this arrangement from the standpoint of theoretical jurisprudence, there is much to be said for the authority that saved the lower classes from courts and from a technical legal system that they did not understand, and at the same time granted them a rough and ready justice suitable to their needs. The danger of the system obviously was the extent of power exercised, and the chance that it might be exercised by unworthy persons. The impression derived from the experience of the Settlement Department is that the planters on the whole have not used their power unjustly; that they were severely handicapped by the dishonesty and unreliability of *amla*; that they clung too long to an organization of industry that clearly could not continue; and that some years hence, when the feeling and heat of controversy have disappeared they will readily recognize this themselves. It is clear that no industry not organized on a strictly free and commercial basis can survive.

### III—THE ZEMINDARI ORGANIZATION.

33. The district comprises 2,846 villages. Three-fourths of the total area is held by three large proprietors, the Bettiah Estate, the Ramnagar Estate and the Madhuban Estate. A considerable portion of the whole is leased either



permanently or temporarily. The following figures will explain the position in the two main estates :—

	Under direct management.	Held by permanent lessees.	Held by temporary lessees and on other tenures.	Total.
Bettiah ... ..	252	503	964	1,719
Ramnagar ... ..	31	102	868	501

The Bettiah Estate covers more than half the total assets of the district, and has still a large margin for expansion. The Ramnagar Estate is comparatively undeveloped owing to an unfavourable climate and sparse population. The leasing of villages originated in the necessities of improvident proprietors, who took lump sums and entrusted their properties to persons who could and would collect rents. The *mukarrari* leases of the Bettiah Estate, date from 1888, that is, nine years before the Court of Wards' management commenced, and were due to the necessity of raising money, and of obtaining for a sterling loan floated in England the security of European planters. The result has been the growth of a body of influential middlemen who have invested capital and made their homes on the leased property. The temporary leases have been renewed from time to time, and the Thikadars have come to regard their position as practically secure.

34. The financial position of the Thikadar in the past has not been very secure either in the Ramnagar or in the Bettiah Estate, as the legal margin allowed to him for subsistence has been always fluctuating and sometimes insufficient.

The Thikadar's position. It is difficult to calculate the assets of a Thikadar with great precision, but the following figures will be of interest so far as they go. They relate to three Thikadars in the Bettiah Estate, and the figures are approximately as they stood at the time of the settlement operations.

Thikadar	Rent-Roll.	Allowance.	Rate per month.
	Rs.	Rs.	Rs.
A ... ..	50,000	5,000	416
B ... ..	26,000	2,600	216
C ... ..	28,000	2,800	233

The monthly income so far as rental is concerned is clearly insufficient, but there were the following additional sources :—

In the Indigo area { (1) profits from *Tinkathia* indigo continuing or capitalised.  
(2) profits from lands in direct cultivation or temporarily leased at high rents. I will refer to this land as 'Zirat'.

In the Non-indigo area { (1) profits from *abwab* ;  
(2) profits from Zirat.

The aim of the estate was to allow its Thikadars a commission of 10 per cent. on realisable assets, but in practice the Thikadari jama seems to have been fixed in a random fashion and the 10 per cent. never existed in practice in any single case that I have met. I will endeavour to analyse the complete position for the Thikadar designated C at the beginning of this paragraph. This Thikadari consists of 23 villages in thana Adapur and the following figures are compiled from the detailed statements for each village :—

Rental paid by Thikadar to Bettiah Estate	...	Rs. 32,055.
<i>Assets</i> —		
1. Raiyati rental	...	28,313
2. <i>Bakashi</i> area, 238 bighas=	...	2,380
3. <i>Batui</i> area, 221 bighas=	...	2,210
4. <i>Sairat</i>	...	1,389
Total assets	...	84,292
Thikadar's margin of profit.	...	2,237

This possible annual profit gives the small monthly income of Rs. 186. In this case the Thikadari income has been supplemented by the collection of a levy called *Harja* (at the rate of Rs. 3 per bigha of every holding, nominally taken in lieu of the cultivation of indigo on the *Tinkathia* system). The annual income from this extra tax is estimated at Rs. 19,000. The main feature of the Thikadari situation in the Bettiah Estate up to the time of the revision settlement was that the profits of the Thikadar depended on sources of income that are now cut off. The 20 per cent. on assets that is to be allowed in future will not compensate the Thikadar for the income that he has lost, and it will be well to remember this if we are to understand the position in the future. In the concrete case which has been taken above, the actual yearly margin from all sources was approximately Rs. 21,000, whereas an allowance of 20 per cent. on the legal assets of the property gives an income of only Rs. 7,000. The fact is that the Thikadars usually paid to the proprietor in rent as much as, and sometimes more than, they were able to collect in cash from the raiyats. Their *khas* land and produce rents made up, the deficit, and large profits were derived from the extra sources of income, partly legal and partly illegal, which have been described. The Ramnagar leases, on the other hand, do not appear to have been given on any fixed principle, theoretical or practical. The following figures for 24 villages held in Thika in that Estate will help to illustrate the situation :—

	Rs.
1. Raiyati rental	21,237
2. Thikadari rental paid to proprietor	23,612
3. <i>Bakast</i> or <i>sirat</i> land	318 acres.
4. <i>Tinkathia</i> (in this case meaning <i>abwab</i> )	12,664

The 318 acres above, if valued at Rs. 6 an acre, give a total valuation of Rs. 1,908. This sum added to the raiyati rental gives a total of Rs. 23,145. It is clear then that so far as the legal assets of these villages are concerned, the Thikadar must lose. His margin of profit, and his subsistence, consist in effect of illegal levies. In the Bettiah Estate the collection of illegal levies has entirely ceased, and the leases with Thikadars are being readjusted on the basis of an allowance of 20 per cent. on the assets. In the Ramnagar Estate there has been no re-adjustment of leases up to date, and the Thikadar is in the unenviable position of having *Abwab* demanded by the proprietor, while the raiyats are no longer willing to pay them. It is certain, however, that the raiyats will yield again if the pressure on them is sufficiently maintained. The opportunity of preventing this that presented itself when the Agrarian Act was on the anvil is not likely to recur.

35. The present position of the *Mukarraridars* under the Bettiah Estate will appear from the following statement :—

Serial No.	Name of <i>Mukarraridar</i> .	<i>Bakast</i> area.	Raiyati area.			Raiyati rent.	<i>Mukarrari jama</i> according to <i>patta</i> .
			<i>Nakdi</i> .		<i>Bhaoli</i> .		
			A.	D.			
1	Motihari factory	1,002 28	35,115 14	2,082 71	1,36,772 13 0	60,704 2 6	
2	Lal Saraya factory	1,027 63	34,814 53	263 77	78,814 4 6	62,654 4 9	
3	Turkanlia factory	3,179 25	76,615 20	1,064 78	2,16,738 0 9	1,55,947 10 10	
4	Parsa factory	1,043 46	19,884 95	245 54	28,436 13 0	26,560 13 9	
5	Lebaria factory	111 15	7,557 52	768 80	19,956 14 0	14,561 5 9	
6	Mallahia factory	450 08	5,533 38	211 58	9,924 15 9	8,785 14 0	
7	Babhnali factory	414 78	7,083 58	...	16,718 9 0	12,528 8 0	
8	Karnaul factory	115 26	3,049 59	16 91	7,125 3 0	7,468 4 0	
9	Bairia factory	821 80	8,181 45	8 86	15,513 13 11	14,551 0 0	
10	Bara factory	324 95	5,135 99	63 46	9,650 6 1	7,978 14 3	
11	Tetaria factory	309 20	3,412 84	74 69	5,862 13 4	6,365 5 0	
12	Pipra factory	1,527 73	40,048 74	518 96	1,16,789 15 6	59,319 8 8	
13	Bajpur factory	217 39	23,077 81	325 50	37,350 13 6	46,587 14 4	

The chief permanent tenure-holders are the Turkaulia, Motihari, Pipra, Lalsaraya and Rajpur Factories. The position of the first three named will be analysed somewhat further.

*Turkaulia Concern.*

	Rs.
Raiyati rental in <i>mukarrari</i> villages before <i>Sharahbeski</i> ...	1,56,404
Ditto ditto after <i>Sharahbeski</i> ...	2,16,738
The increase is about 40 per cent.	

*Motihari Concern.*

Raiyati rental in <i>mukarrari</i> villages before <i>Sharahbeski</i> ...	83,233
Ditto ditto after <i>Sharahbeski</i> ...	1,36,772
The increase is 63 per cent.	

*Pipra Concern.*

Raiyati rental in <i>mukarrari</i> villages before <i>Sharahbeski</i> ...	82,513
Ditto ditto after <i>Sharahbeski</i> ...	1,16,789
The percentage of increase is 41 per cent.	

It may be noted in respect of the last named concern that there are many tenancies in which there was no enhancement effected, for example, *Sharah Muaiyan* tenancies, and three whole villages that did not agree. The percentage of increase on the tenancies actually effected is about 60. It will be noticed that the original *mukarrari* settlement left the permanent tenure-holders no margin on rents. It was intended that their profits should come from *khas* lands and produce rents and *Tinkathia*, all of which were considerable sources of income. The direct cultivation and produce rents still continue, while the *Tinkathia* has been capitalised in rent or in *Tawan*.

If we adopt the very moderate estimate of a net income of Rs. 6 per acre from *khas* cultivation and produces rented land, the total result for all the *mukarrari* villages will be—

	Acres.	Rs.
<i>Mukarrari Jama</i> ...	...	5,13,233
<i>Assets—</i>		
(1) Raiyati rental ...	...	6,99,656
(2) Produce rent area ...	5,643 56	...
(3) <i>Khas</i> cultivation ...	10,604 86	...
	<hr/> 16,248	<hr/> = 97,490
Total assets ...	...	<hr/> 7,97,145 <hr/>

The margin of profit of the *mukarraridars* in the total result is thus 55 per cent,

## PART II.

### THE PRESENT OPERATIONS.

#### CHAPTER III.

##### PRELIMINARY DISCUSSIONS.

36. The latter half of the last century was a period of great Revenue activity. The Permanent Settlement had created a new class of landlords with a permanent interest in their estates which they were granted on the condition of just and proper treatment of their tenants. The enforcing of this condition was the object of the legislation starting in 1859 and culminating in the Bengal Tenancy Act of 1885. The complement of the latter is the record-of-rights based on a detailed survey.

The Behar Survey and Settlement operations commenced in 1892 and finished with Gaya in 1918. It is the fixed policy of the Government of India that a record-of-rights once prepared must be either continuously maintained or periodically revised. The interval in the latter alternative should be ordinarily fifteen years. The question of revising the Behar record engaged the attention of the Bengal Government in the first decade of the present century. It was proposed in 1908, owing to the pressing necessity of completing the original operations in the deltaic districts, to postpone the Behar revision for ten years, but as the Government of India did not accede to this suggestion, it was decided to take up the work in 1912. A postponement for one year was subsequently necessitated by the consideration of certain questions raised by the Secretary of State, and by the temporary occupation of the administrative machinery in the changes in the distribution of provincial territories in 1912.

37. The Secretary of State, while accepting the anticipation of the Government of India that the operations would be accompanied by a general enhancement of rents, and admitting that, if enhancements were to be effected, this could be done most expeditiously by the skilled agency of Revenue Officers, questioned the expediency of thus offering to the landlords an incentive to the general raising of rents, and suggested as a question for consideration whether enhancement proceedings should not, by special legislation, be excluded from the scope of the revision.

The Local Government, after consulting the local officers and bodies expressed the unreserved opinion that a settlement of fair rents should form an integral part of the proceedings. It was pointed out that the rents fixed by the Revenue Officers would in any case be fair and equitable, that if landlords were entitled at all to an enhancement it would not be just to deprive them of the most efficient means of obtaining it, and that the exclusion of the rent settlement from the operations would force the landlords into undesirable and illegal methods of enhancement.

The view of the Local Government was eventually adopted, and applications for enhancement have been accepted and disposed of.

38. Some of the views elicited in the course of the discussion were curious, and some were interesting in the light of previous or subsequent events. One Collector was of opinion that "the officers engaged in the revision of the record-of-rights for Behar should not be given the power to settle fair rents on the application of landlords. These officers will be mostly junior and inexperienced, and will have to work under high pressure; so that it will be

difficult for them to give the time really required for the question of the settlement of fair rents between the landlords and the tenants. The matter is one of great importance both to landlords and tenants, since the rents so settled cannot be altered during the next fifteen years, and it seems therefore questionable that it should be allowed to be disposed of in the summary way that the Settlement Officer will be bound to adopt".

This view is based on a most serious, but not unusual, misconception of facts.

The officers deputed for rent settlement are specially selected for ability and for experience. Their experience in rent questions is infinitely superior to that of Munsifs, and they have the additional advantage of a special knowledge of the economic condition of the area dealt with—a knowledge that renders possible a practical exercise of equity which is altogether beyond the reach of ignorance or pedantic legality. I have also found these officers to be, in ability, above the average of Munsifs that are deputed to this Department, though I am glad to record that I have had to deal with sound and capable officers among the latter. The proceedings are not in any sense summary, but strictly in accordance with the Civil Procedure Code. The difference in practice between the Civil and Revenue Courts is in the expedition with which cases are disposed of in the latter, and the consequent avoidance of unnecessary expense and trouble to the parties. Indeed landlords have frequently complained to me of the habitual and scandalous delays in the Civil Court.

The Behar Landholders' Association bore reluctant testimony to the superiority of the Revenue Courts in enhancement cases:—

"It can be urged that the landlords could go to the Civil Courts with enhancement suits, but those who had an experience of such suits know how procrastinating and expensive are the methods of the Civil Courts. Civil Courts determine enhancement on documentary evidence only, while the Revenue Officers, with all their faults, possess all the necessary information, and, aided by local and other enquiries, can administer better justice, and in fact have, in the majority of cases, been able to settle fair and equitable rents within a shorter time and with less expense."

The Behar Planters' Association, when asked whether it was equitable and expedient that the contemplated revision of the record-of-rights in the Northern Behar Districts should include in the scope of its operations a special machinery for the revision of rents as between landlord and tenant, replied that such a course would be neither equitable nor expedient. The reasons given for this opinion are:—

- (1) that the enhancements would favour landlords at the expense of tenants;
- (2) that enhancements would not be acceptable;
- (3) that such facilities for periodical enhancements were never contemplated;
- (4) that as revenue was not to be increased there was no reason for special facilities for enhancing rents.
- (5) that there had been no permanent rise in price of agricultural produce as was shown by the fact that rates of grain in the last two years of normal rainfall were almost identical with those of 15 to 20 years previously. Where high rates had prevailed it had usually been the result of a short crop.

This view acquires a special interest from the fact that in 1917 the Association complained to the Local Government against the Settlement Department for persisting in a qualified application of the theory of prices enunciated in the first instance by the Association itself. But memories are short, while influences and necessities are often pressing.

39. Two other questions were discussed with reference to the cost of the operations. It was decided that the Government should not bear any share of the costs beyond the loss of interest on capital advanced—a sum of between 3 and 4 lakhs of rupees, and that the whole net costs should be recovered from landlords and tenants. With regard to the respective shares of the costs which landlords and tenants should bear, this was left for decision by the Local Government, especially in view of the uncertain question as to the extent to which enhancements would be applied for.

The actual cost, gross and net, their apportionment and recovery will be dealt with in a later chapter. The work proved to be much more elaborate and tedious than had been anticipated, and the expenditure far exceeded the original estimate.

## CHAPTER IV. CHARGE AND PROCEDURE.

40. During the summer of 1913 I was engaged in recruiting the staff indenting for stores and material, and making the numerous arrangements that attend the inception of new operations. The Notifications for the Bettiah Subdivision were published on 11th August 1913 (Nos. <sup>2045</sup>/<sub>5-21</sub> and <sup>2046</sup>/<sub>5-22</sub>) and I was appointed Settlement Officer on 23rd September 1913.

I was in charge of the operations from their commencement up to 5th April 1918, with the exception of three short periods of privilege leave in September-October 1915, September 1916, and September-October 1917. Mr. J. A. Saunders, I.C.S., officiated on the first two occasions and Mr. A. R. Toplis, I.C.S., on the last, during my absence. During the field season 1913-14, in which the map correction and preliminary record-writing of Bettiah Subdivision were undertaken, I was alone in control. In 1914-15 Mr. H. McPherson, Deputy Collector, held subordinate charge of 6 attestation camps, while Mr. Saunders held subordinate charge of 2 attestation camps and the whole Khanapuri area (10 camps). In 1915-16 Mr. Saunders and Babu Haridas Ray divided the subordinate charge of the 24 attestation camps.

### Procedure.

41. Three important questions arose with reference to the procedure to be adopted in Revision:—

- (1) In what way precisely was the survey to be done?
- (2) How far, and in what way, was the original record to be utilized?
- (3) What units of area should be adopted as villages?

The previous revision operations in Orissa and part of Gaya had pointed to certain conclusions, but it was realized that we should proceed cautiously, and modify action as experience or necessity should dictate. I would observe before discussing these questions that Revision is really a misnomer, as the operations are legally on the very same footing as original surveys and settlements. There is merely the accidental difference that there exist already a set of maps and a record-of-rights to which attaches the presumption of correctness.

### SURVEY.

42. It was found in Orissa and Gaya that the outline and areas of fields undergo much change in a period of 15 or 20 years. As a consequence, if all the original features and numbers of the maps are retained, and changes are shown by means of new additional lines and additional fractional numbers the maps lose one of the first essentials of survey, i.e., clearness, by being overcrowded with detail. The multiplication of details also swells the number of plots, which are the unit of record, and thus increases both expenditure and the possibility of error, by adding largely to the units to be recorded, checked, totalled, attested, published, and dealt with at every succeeding stage. It was found also that in the absence of reliable data, i.e., points whose position in the maps and on the ground accurately corresponded, it was scarcely possible to ensure accuracy in the new details or corrections inserted; and that the practical testing of survey in maps that were a sort of jumbled compromise

between the physical divisions of land now and the divisions of 20 years ago, was not possible. It became necessary then to devise some method by which an accurate survey could be done on the basis of the old maps, without the reproduction of their obsolete features. To Colonel Crichton is due the credit of solving this difficulty by the invention of the blue print system. The development of this system, and of a scientific method of map correction, may be fairly claimed, I think, for the Champaran Settlement.

43. The surveyor is given a photographic reproduction of the old map in blue. The surviving features of this map are pencilled over by the surveyor and subsequently inked, and such new lines as are necessary are plotted in, pencilled and subsequently inked. All obsolete features are left in blue. A completely new serial of numbers is inserted independent of the old series and in accordance with the new existing units. When the corrected map is inked up, and its boundaries verified with all adjoining boundaries, it is sent for reproduction by the vandyke process. It emerges as a completely new map containing (i) the surviving features of the old map and (ii) new units due to the subdivision, amalgamation, or alteration of the old units and entirely without trace of the obsolete features of the old map. Blue lines do not appear in photographic reproduction.

44. It was proposed, for the purposes of map correction, to utilize the data of the original survey, i. e., the trijunction marks, and the traverse or theodolite stations around the boundaries of villages, and within them, but while the trijunctions were found in most cases to have survived, a short experience proved clearly that most traverse stations had disappeared, and that to find the precarious remnant would involve an expenditure of labour and time which the results would not repay. A series of experiments showed that we could find in the maps themselves a sufficient number of unaltered positions which could be adopted, after verification, as fixed stations. These were such points as field corners, bridges, trees and pakka buildings. Before adoption each such position was tested by measurements from three independent positions. If this test was satisfactory the position was regarded as probably accurate. As however the outside positions, or points from which the measurements were made, might themselves have changed since the old map was prepared, the further test was applied of joining up the adopted stations, and of comparing their distance on the ground with the plotted distance on the map. The possibility of error was now considerably reduced. Again the whole system of adopted stations was tested and proved by linking it up with the trijunction marks. If this test was satisfactory there was no longer any reasonable ground for doubting the accuracy of the established positions. The object was to divide up each map into a framework of quadrilaterals based on the adopted stations. The quadrilateral lines would (1) show by the correspondence or otherwise of their points of intersection of field boundaries on the map with the measured distances on the ground, whether, and how much, the fields had altered in outline, and (2) furnish fixed data for correction, and for the insertion, by scientific survey, of new details.

In practice adopted stations were established at intervals of about 15 to 20 chains around the boundary and in the interior of each map, and it was contrived that, so far as possible, no point on the map should be more than 30 chains removed from such a station. The system has proved successful and, in the absence of a completely new traverse, which, incidentally, would involve difficulties in the maintenance of village units, I do not see how a better system can be devised. I have considered it necessary to enter into the details of a somewhat technical subject, as I am dealing with the first Bihar revision, and the experience gained should be invaluable in future operations. In Appendix XIV will be found a sketch showing the result of revising a typical map on the system outlined above.

### THE UTILISATION OF THE OLD RECORD.

45. The adoption of a new serial of plot numbers rendered it unnecessary to consider the question of preparing skeleton copies of the old khatians, or records of holdings. It was clearly desirable however that we should not ignore the old record, but utilize it, so far as was possible and expedient. It was decided then, after consideration, to furnish the surveyor of each village with the following information from the previous record:—

- (i) a copy of the *khewat*, or record of proprietors and tenure-holders;
- (ii) a copy of the *terij* or abstract of tenancies, showing for each tenant in the last survey and settlement, the area held on cash rent, the area held on produce rent, the total area, the status of the tenancy, the landlord or tenure-holder under whom it was held, and the rent;
- (iii) a plot index showing for each number in the old map the tenancy to which it belonged, and whether it was held on cash or produce rent.

Thus we had, for the purpose of reference, a complete summary of the old record, and experience has proved it to be invaluable at every stage of the operations.

In September 1913 I had these copies prepared in 18 days by 200 copyists under the control of a Kanungo, Pandit Birinchi Jha (since promoted to the Subordinate Executive Service) for the whole of the Bettiah Sub-division. The copies for each village are very small in volume, and manageable, and the cost of the copies was only Rs. 3,000. While these copies have no connection with the work of an amin, they are used by the Assistant Settlement Officer at Khanapuri in the decision of disputes, they are again referred to by the Attestation Officer in disputes, and for the purposes of testing the legality of existing rents, of comparing old and new holdings, of comparing the old and new incidence of rent, and of deciding miscellaneous claims regarding the assessability of lands to rent, and trespass. They were all the more valuable in Champaran, as the raiyats in many parts had not preserved their copies of the old khatians, and as some of the landlords had not received copies.

In order to maintain the necessary connexion between the old and new records, and to facilitate references, a plot index has been prepared showing for each plot in the record the corresponding old plot or plots. With the help of this index and the old and new maps there can be no difficulty in indentifying any land in both records.

### VILLAGE UNITS.

46. While the law directs that the village units, for the purpose of record-of-rights, should follow the Revenue Survey, unless the Board of Revenue sanctions a departure therefrom, it was found necessary in the original operations, owing to the inadequacy of the scale of the Revenue Survey maps and the consequent uncertainty as to details along the boundary, to follow the line of possession in surveying the boundaries of villages. When we began to correct village maps it was found that the facts of possession had altered since the original maps were made, and that raiyats of villages had in places extended their fields into the neighbouring villages. Now to follow the exact lines of the new fields would have involved numerous changes in village boundaries. The result would have been that for every nominal village so affected there would be 3 discrepant maps, (1) the Revenue Survey map, (2) the original cadastral map, (3) the Revision map, and that the discrepancies would create uncertainty and insecurity, and encourage disputes and litigation. It was decided after discussion to maintain village units strictly in accordance with the last settlement, and an order under section 115-A, Bengal Tenancy Act, was issued to legalize this course. While village boundaries were thus maintained, effect was given to existing possession in all cases by recording for the land in question the actual cultivators and rent receivers. This course has avoided many disputes, and has tended to give stability to the maps and records. This question did not involve any serious difficulty in the Bettiah Sub-division, where the proprietary interest is practically confined to two estates. The difficulty in regard to the identity of petty estates will be dealt with in the Chapter on attestation.



## CHAPTER V. SURVEY AND KHANAPURI.

47. Field work started in the beginning of November 1913. Then the difficulties were considerable, as the work was entirely new, and the staff of Amins and Inspectors was not very competent, and had to be trained. The whole staff was at first concentrated in working parties round Bettiah for training. We tried to relay the old traverse stations, but the attempt, besides taking an immense amount of time, was generally unsuccessful. Eventually the system of adopted stations was introduced, and these have proved successful in furnishing a framework for map correction. An attempt was made also to carry on the khanapuri, or preliminary record-writing, *pari passu* with survey, but this also was found impracticable. The amin armed with a map is inclined to shirk corrections, and to compose a record to suit the uncorrected map. The only way to curb this tendency is to make him correct the map in blocks, or quadrilaterals, before he writes up the record.

48 The following is a statement of the survey and khanapuri done year by year :—

Progress.				
Year.	Thana.	Area in square miles.	Plots in old record.	Plots in new record.
1913-14	Bettiah ... ..	1,540	1,022,372	1,271,803
	Bagaha ... ..			
	Shikarpur ... ..	180	70,185	51,015
1914-15	Bettiah ... ..			
	Bagaha ... ..			
	Motihari ... ..			
	Dhaka ... ..			
	Adapur ... ..			
	Gobindganj ... ..			
	Kesaria ... ..	1,530	1,715,419	2,114,708
	Madhuban ... ..			
	Total ... ..	3,250	2,807,976	3,437,531

The programme for 1913-14 was the map correction and preliminary record-writing of the Bettiah Subdivision, with the exception of the 250 square miles of hill and jungle which had been excluded from the previous settlement. Of the 1,720 square miles thus taken up it was possible to finish only 1,540 square miles in the first season, as the ravages of the river Gandak had obliterated all the old land marks over an area of 180 square miles, and a new traverse survey was necessary. The survey of this area was postponed. During the season 1914-15 the survey and preliminary record-writing of the six thanas of the Sadr Subdivision were completed without difficulty, and a new traverse rendered possible the revision of the diara area in both Subdivisions. Also maps and khesras were prepared for the Bettiah and Motihari municipalities. The survey was difficult, especially in the Bettiah Subdivision. The fields were found to have altered to an abnormal degree, and the plotting in of the new detail was correspondingly laborious. The general causes that contribute to render maps and records out of date are partition, family subdivisions of tenancies, transfers, fluvial action, abandonments, and new reclamation. There were in Champaran additional special causes of change.

(i) The famine of 1897 came when the original record was practically completed. This led to a decrease of population and the abandonment of considerable areas.

(ii) The Tribeni Canal was constructed after the last settlement. It runs for 60 miles along the north of the district and irrigates the area south of it through numerous distributaries. The canal has created competition for land in the area commanded and has intensified cultivation.

- (iii) Four Railway extensions (Bettiah-Narkatiaganj, Narkatiaganj-Bhiknatori, Narkatiaganj-Bagaha, and Narkatiaganj-Bairagnia) have been made since the last settlement. The railway has drawn cultivation towards it at the expense of the more remote tracts, and has brought many new bazars into existence.
- (iv) The malarious climate of the north of the district, helped by agrarian discontent, and by the nomadic habits of the Tharus, led to great changes in thanas Bagaha and Shikarpur. In many villages of this area no trace whatever of the old field divisions was found.

These causes will not continue to operate to the same extent, and it is reasonable to anticipate that at the next revision the survey will not furnish such a difficult problem.

#### DISPUTES.

49. Disputes were far more numerous than was anticipated, and there can be no doubt that a large percentage of them was due to the machinations of corrupt amins and landlords' agents.

The figures are :—

Subdivision.	Number of disputes.	Average number per square mile.	Percentage of disputes to plots.
Bettiah ... ..	25,069	16	2
Sadr ... ..	32,107	23	1.8
District figures ...	64,116	19	1.86

The real percentage of plots in dispute however is nearer 5, as most disputes relate to more plots than one.

In the Bettiah Subdivision all the Khanapuri disputes were decided by the Assistant Settlement Officers. In the Sadr Subdivision this was found to be impossible, and the simpler types of disputes were decided by Kanungoes under the general control of the Assistant Settlement Officers. The volume of these disputes was so great that the Assistant Settlement Officers were left very little time for general check and superintendence of the field work. The incidence of disputes per circle was:—

Bettiah Subdivision ... ..	5,000
Sadr do. ... ..	5,700

If we assume the normal field season to be 5 months and allow 25 working days to each month, an Assistant Settlement Officer, in order to finish his work in time, should have had to decide between 40 and 45 disputes per working day. This is not possible, as the Assistant Settlement Officer has other, and very important, duties to perform.

The reasons that contributed to disputes were :—

- (i) Private partitions of tenancies since the last settlement.
- (ii) Abandonment and subsequent claiming of holdings.
- (iii) Fraud in transfers, and confusion and doubt as to their nature.
- (iv) Attempts to set aside the old record.
- (v) The unsatisfactory titles of rent-free tenancies.
- (vi) The conflicting claims to rights in trees.

There was in addition the very important fact that the main proprietors of the district adopted the impractical policy of disputing existing facts, forgetting in the first place that, so far as the law allows, we are bound to record facts, and, in the second place, that much time wasted in frivolous claims deducts seriously from the energy and attention that can be devoted to the accuracy of the records.

## BOUNDARY MARKS.

50. The majority of the trijunction marks were found to have survived and to be in correct position. The figures for the subdivisions are :—

Subdivision.	Total number of trijunctions.	Number of marks found.	Percentage found.
Bettiah ... ..	3,138	1,939	61
Sadr ... ..	2,924	1,783	63
District figures ...	6,062	3,768	62

New stones were embedded at all the places where the marks were missing. In general the preservation of trijunction marks in the district has been satisfactory. The percentage of missing marks is swelled by the fact that in the Gandak diara area no marks survived. Traverse station marks as a rule could not be found. The clay cylinders employed as marks were too small and too fragile to be of any permanent utility. It is much to be regretted that traverse stations were not permanently marked in the original operations, as they would be invaluable both for identifying positions, and for the correction of the maps.

## BOUNDARY DISPUTES.

51. Boundary disputes were not numerous, but the law on boundaries gave considerable trouble. It has been explained already that the previous cadastral boundaries of villages were maintained. Errors such as gaps or overlaps in the old maps were corrected either without dispute, or under section 41, Survey Act, where there were disputes. The Ramnagar Raj, on the ground that areas of waste and jungle had wrongly been surveyed within mukarrari villages at the last survey, disputed the boundaries of all the villages held by mukarraridars, or permanent tenure-holders, and claimed that the boundaries of the Revenue Survey maps should be followed.

The action taken was simply to relay the boundaries according to the last Survey under section 45 of the Bengal Survey Act, without prejudice to possession or title, the former of which could be contested in internal disputes, and the latter in the Civil Court. Much trouble was thus avoided. The adoption of any other course, such as for instance, the decision of all such disputes under section 41 of the Bengal Survey Act, would have stultified the general policy of stability sanctioned by the Board of Revenue under section 115-A, Bengal Tenancy Act.

## THE CHAMPARAN-GORAKHPUR BOUNDARY.

52. In 1887 the boundary between Gorakhpur and Champaran was determined by a Commission. Gorakhpur had been cadastrally surveyed in 1865, while Champaran was surveyed between 1892 and 1896. The maps of the border villages of the two districts were apparently not compared at the last settlement, and a comparison in 1914 revealed the fact that they did not agree. There had been boundary disputes between the Bettiah Estate on the one hand and the Tamkuhi and the Salemgarh Estates on the other, and a difficult dispute between Mauza Dhumnagar (thana Bagaha No. 432) in Champaran and Mauza Amwa in Gorakhpur disclosed the fact that an area of 27.50 acres had been excluded from the maps of both the districts. The United Provinces and Bihar and Orissa Governments agreed to have the discrepancies reconciled by Mr. J. R. Booth, I.C.S., of the Gorakhpur District and the Settlement Officer, North Bihar. We were seriously handicapped by the fact that the maps of the previous Commission's decision could not be found either in the United Provinces or in the Bihar and Orissa offices. We met on the boundary during the last week of November 1915, when we went over all the disputed ground and again on 12th March 1916. We submitted our joint reports in March 1916. The Governments of both provinces have since accepted the recommendations made in the report. The maps have been brought into agreement, and the boundary has been demarcated by masonry pillars at the disputed places wherever these were of such a nature as to admit of permanent

demarcation. The identification and relaying of the boundary will always be a matter of difficulty in certain areas that are subject to the ravages of the river Gandak, and do not admit of permanent boundary demarcation. Every experience of shifting rivers confirms the soundness of the view in which all the Bihar Settlement Officers seem agreed, viz., that the whole non-permanent area between high bank and high bank should be within the administrative control of one district. It is important to remember that the boundary line adopted is merely administrative, and is not intended to decide the conflicting claims of neighbouring estates.

#### MUNICIPAL SURVEYS.

53. The Municipalities of Bettiah and Motihari were, at the request of the Commissioners, surveyed under the provisions of the Calcutta Survey Act. The actual survey was done in the summer of 1915. The Bettiah Municipality was taken up on 1st May 1915, and finished on 17th July 1915. The survey was based on a network of traverse stations fixed by the Traverse Office. The survey was supervised by Mr. P. D. Gomes who was appointed Assistant Superintendent of Survey, the Settlement Officer being Superintendent. The map was on the scale 64 inches=1 mile, and is sufficiently detailed to show all encroachments that may be made on public lands.

A khesra, or map index was prepared showing for each plot in the map—

- (i) the mahalla,
- (ii) the name of the owner,
- (iii) its description,
- (iv) its area,
- (v) the holding number according to the Municipal register.

There were 474 disputes, which were decided locally by the Assistant Superintendent of Survey. Only one appeal was instituted. It was decided by the Collector who had been appointed as the appellate authority under section 11 of the Act. After the disposal of the appeal, a notification was published under section 20 in the *Bihar and Orissa Gazette* of 31st May 1916, and the maps and records were deposited for two months in the Municipal Office. Subsequently 11 objections were disposed of by the Superintendent of Survey. On 8th June 1917, Government's approval of the Survey was notified. Twenty copies of the map with the records have been deposited in the Municipal Office, while the original map has been deposited in the Bihar and Orissa Drawing Office.

The same procedure was followed in the Survey of the Motihari Municipality. The late Babu Mahendra Nath Sarkar was an Assistant Superintendent of Survey. There were 84 disputes, which that officer decided. The six appeals filed were decided by the Collector. The following are the more important dates :—

Commencement of Survey ... ..	6th May 1915.
Completion of Survey ... ..	18th July 1915.
Notification under section 20 ... ..	19th January 1916.
Deposit of record in Municipal Office ... ..	22nd January to 22nd March 1916.
Notification of Government's approval of the Survey ... ..	8th June 1917.

The records with twenty copies of the map have been made over to the Municipal Office.

In addition to the detailed maps, index wall maps on the scale 8 inches=1 mile have been prepared for each Municipality and its surroundings. The following is a statement of areas and cost :—

—	Area surveyed.	Total cost.	Total plots.	Cost per acre.	Cost per 100 plots.
	Acre.	Rs.		Rs. a. p.	Rs. a. p.
Bettiah ...	753.90	2,378	9,273	3 2 0	25 8 0
Motihari ...	148.56	629	2,528	4 5 0	22 4 0

The costs of the operations were advanced in each instance by the Municipality.

## CHECK OF SURVEY AND KHANAPURI.

54. The prescribed standard of survey check or partial is 2 linear miles per square mile. The actual test done was 3.78 linear miles per square mile for the Bettiah Subdivision, and 3.88 linear miles per square mile for the Motihari Subdivision. The major portion of the check was what is known as "*katan partial*", i.e., partial in which whole fields are not replotted, but only intersections of the partial line with the field boundaries are tested. The necessity for checking Khanapuri *pari passu* with survey curtails the time which the inspection staff can devote to either, and katan testing is a much more rapid process than the ordinary partial. The Khanapuri or preliminary record was tested for 16 per cent of the total number of plots in the Bettiah Subdivision and for 14.37 per cent of the total in the Sadr Subdivision,

## SOME ADDITIONAL POINTS OF INTEREST.

55. It became clear at an early stage that landlords, as a rule, would try to preserve the areas recorded as in their possession at the last settlement. Proprietors' private land is defined in section 120 of the Bengal Tenancy Act. In Champaran, as elsewhere in North Bihar, very little land was found to answer this description in the original settlement. The privileges which attach to such land by virtue of section 116 of the Act refer only to proprietors' land and not to land in the occupation of the tenure-holders. A very large area in Champaran is leased permanently or temporarily to tenure-holders, who in practice treat specified lands as their own private property and not liable to the accrual of adverse raiyati interests. With the exception of the negligible area recorded in the last settlement as "*zirat*" or proprietors' private land, all land found in the actual possession of proprietors and tenure-holders was recorded as "*bakasht*". This land, if let out even temporarily to a settled raiyat of the village, becomes a part of his occupancy holding. The Khanapuri Officers reported that in the estates of the Babus of Naraipur, Bargaon and Dumaria of the Bettiah Subdivision, as well as in the thikadari areas under the Bettiah Estate, many raiyats, though in occupation of such lands, did not claim to be recorded for them. As the competition in Champaran is ordinarily rather for raiyats than for land I did not consider it advisable to take any action beyond ensuring that their claims, if made, would be noted and considered, and The Madhubani raiyats did subsequently claim those lands at attestation, proved their possession in the majority of cases. I do not consider that the refraining from such claims in a large number of cases was due to any kind of intimidation. The facts that the raiyats did not regard themselves as having any permanent right or interest in such lands, and that the rents of such lands, as a general rule, were extraordinarily high, as compared with the prevailing rents, are sufficient to account for the abstention.

56. It was suggested that in Revision Settlements, in order to expedite work and reduce costs, an attempt should be made to attest the records in the Khanapuri season. This was impossible in Champaran. The newness and difficulty of the survey made progress slow. Landlords and tenants require to see what entries have been made before attestation, and in the case of big landlords like the Bettiah Estate it would not be possible to obtain copies and scrutinize the preliminary record in the year it is made. The keenness of the parties has been a prominent feature of Revision. The suggestion has the additional objection that it involves the sacrifice of the Khanapuri recess work, and experience shows that the record, being entirely new, needs every check that is applied in original operations.

57. The old record-of-rights contained 2,867,976 plots while the new record contains 3,437,531. There has thus been an increase of 22 per cent. It will be seen later that this did not involve an increase of the cultivated area. The increase is due to transfers and to subdivisions that follow from increase of

population. The average size of the field at the last settlement was 7½ acre, while now it is 60 acre.

58. It was decided to map separately and enter in separate khatians areas of waste land on which raiyats had encroached. Such cases were considerable. It is easy to misapply such instructions to cases, for instance, where old waste has really been settled with a raiyat, or where encroachment has already been condoned and rent has been readjusted. The Assistant Settlement Officers considered at the time that such separate mapping was a mistake, as it led the *amla* of the Bettiah Estate to make a large number of unsustainable claims. Subsequent events however proved the course adopted to be entirely right, as it has been found in rent settlement proceedings that the estate can prove excess areas only in cases of specific encroachment.

## CHAPTER VI.

### ATTESTATION AND COMPLETION OF THE RECORD.

59. The attestation proceedings, just like the survey and khatapuri, were completed in two field seasons. The following is a statement of progress:—

Year.	Thana.	Area in square miles	Total Plots.	—
1914-15	Bettiah } *	1,540	1,255,221	* Diara of Bettiah and Bagaha thanas excluded.
	Bagaha }			
	Shikarpur ...			
1915-16	Motihari ...	1,530	2,190,379	* Diara only in Bettiah and Bagaha thanas.
	Dhaka ...			
	Adapur ...			
	Kesariya ...			
	Gobindganj ...			
	Madhuban ...			
	Bettiah ...	180*		
Bagaha ...				
District Total ...		3,250	3,445,600	

The area taken up in the field season 1914-15 was comprised almost entirely in the Bettiah and Ramnagar Estates. The attestation started about the middle of October in a training camp near Bettiah, where all the officers worked together in order that a uniform system might be evolved. The work was extremely tedious, partly owing to the number of inexperienced officers employed, partly to the necessity of scrutinizing the rent history of each village, and partly to the very keen interest displayed by parties in the proceedings. There was the additional very heavy burthen of dealing with the enormous volume of claims and objections put forward by the employes of the Bettiah Estate. No attempt was made to force the pace beyond what the officers could bear, so that the field season continued on into May. There were thirteen camps, each dealing with about a lakh of plots.

60. It became apparent early that the Bettiah Estate would strenuously contest the procedure and judicial attitude of this department. The result was a continuous succession of criticisms which had certainly the effect of inducing care in the work. Whether the policy of the estate diverted unnecessarily the extra attention that could have been devoted to the technical accuracy of the record, and unnecessarily swelled the expenditure, are questions which I leave

for consideration elsewhere. It is necessary to treat the cases dealt with in the Bettiah Subdivision at some length, in order to show that great pains were taken to get a correct record, and because the cases themselves involve very important questions of law and principle, which have since become the subject of considerable public interest.

Each Attestation Officer was furnished, in addition to the preliminary record and a vandyke copy of the revised map prepared at Khanapuri, with the following documents:—

- (i) a blue copy of the last survey map of each village,
- (ii) a plot index of the old record, a copy of the *teriij* (or abstract of holdings) and *khewat* (or record of proprietors' and tenure-holders' interests) of the old record.

These documents enabled him to establish identity between positions in the new and old maps, and trace the history and changes, if any, of the old tenancies. During the *bujharat*, or preliminary explanation, of the record to landlords and tenants, the munsarims prepared for each village a schedule showing separately for each existing holding, its survey and jamabandi area and the rent claimed by the parties and showing also, if the holding dated back to the last settlement, its area and rent then. This schedule was scrutinized by the Attestation Officer before the rents were attested, and it served the purpose of indicating where enhancements and changes had occurred.

The landlords' representatives came armed with copies of the records, made between Khanapuri and attestation. They were given every possible facility in the camps for filling in the entries of rent and status in accordance with the attested record.

61. It was found that thikadars or temporary tenure-holders had in some cases, without authority, converted to cash certain produce rents recorded in the last settlement. It was decided to record these rents as *batai*, noting at the same time the cash rate that was being paid for the period of the thika.

Commutations by Thikadars.

Thikadars in the Ramnagar Estate exercise the right of settling land with raiyats. Thikadars in the Bettiah Estate are forbidden, by the terms of their leases, to settle lands without sanction of the estate management, but they have commonly settled land without sanction. The practice was to settle the land at a slightly higher rate than it bore before, and to take at the same time a *salami* which the thikadar appropriated. In a number of such cases the estate called the raiyats to Bettiah, and, revising the settlements made by the thikadars, enhanced the rents by agreement. It was undoubtedly wrong of the lease holders to violate an important condition of the *pattas*, but in equity the estate's remedy would seem to be against the thikadar, as the raiyats had paid *salami* and taken the settlements in good faith, not being privy to the terms of elaborate contracts between their immediate and ultimate landlords. The view taken by the settlement department was that the settlements made by the thikadars were valid so long as the raiyats acted in good faith, and there was no evidence that they had acted otherwise. If then the settlements were made with settled raiyats, any enhancement of the rent made by the estate must be subject to section 29, Bengal Tenancy Act, and must be ruled illegal, if it exceeded two annas in the rupee. The Board, on a reference being made, "had no doubt either as to the equity or as to the legal correctness of the view, that a settlement of land by a lessee with a tenant is good in spite of its being made in infraction of a contract between the proprietor and the lessee to which the tenant is no party". The legal principle is so important that I shall dwell on it a little further. The Estate, relying on the High Court Ruling reported in 19 C. W. N., page 321, claimed that where thikadars had settled lands with raiyats without authority, and the estate subsequently enhanced those rents beyond the limit imposed by section 29, Bengal Tenancy Act, the enhancements should be allowed, *as based on compromises*. The ruling in question professes to re-affirm two previous rulings, (1) Sheo Sahay Pandey *versus* Ramrachya Ray (I. L. R. 18 Cal., 333.) and (2) Natha Singh *versus* Damri Singh, (28 Cal., 90),

In each of these cases there was a compromise as to the rent payable for a holding. In each case the rent before the compromise had been in dispute, and there was no evidence to prove what the previous rent had been. The compromises were not agreements to enhance, but agreements as to the nature and amount of rents up to then undetermined and disputed. The attempt to extend the principle of these rulings to cases in which a rent, already known and paid for several years, is deliberately enhanced, is in reality an attempt to set compromise above law, and to annul the enhancement provisions of the tenancy law. This method of evasion is discussed in the printed proceedings relating to the Bengal Tenancy Amendment Act of 1907. Examples of cases in which this question came up for decision are mauza Kotwa (thanā Bagaha No. 241) and mauza Gudra (thanā Bettiah No. 273).

62. In certain cases small additions had been made to holdings since the last settlement and the rent of the amalgamated holdings had been increased out of proportion to the increase in area. In the great majority of cases the existing rents were attested, the contract and tenancy being regarded as new and therefore not subject to section 29, Bengal Tenancy Act.

The law on this point is not very clear. On the one hand it would appear that when the identity of a holding is destroyed and a new holding is created, the rent of the new holding is altogether a matter of agreement between the parties. On the other hand it is also clear that the rent of a holding cannot be doubled by the addition of an area equivalent to one-twentieth of the holding, e.g.—

Old holding	...	...	...	1 bigha.
Old rent	...	...	...	Rs. 5
Amalgamated holding	...	...	...	1 bigha 1 katha.
New rent	...	...	...	Rs. 10

The rents were dealt with on the merits of each case.

63. Enhancements of rent in consideration of the release of the raiyats from the obligation of growing indigo were met with in six villages of the Bettiah Subdivision held in permanent lease by the Turkaulia Concern. This subject became of the greatest interest, and will be dealt with fully in connection with the attestation of the Sadr Subdivision.

64. Very numerous claims were made by the Bettiah Estate to have a separate record of land held by raiyats by encroachment or otherwise, without settlement. The decision of these claims was often difficult, and took much time. I was of opinion that they were unnecessary, that the estate in any case should welcome the extension of cultivation, and that as the estate was in a position to prove that its *Jamabandi* areas were based on measurement the excess lands could be assessed at the time of fair rent settlement. This opinion was wrong in respect of two important matters. The estate did not want these alleged excess areas or encroachments assessed at fair rates according to existing standards, which Revenue Officers more or less follow, but at very high rates comparatively. Again it transpired at the fair rent settlement stage that the estate was not generally in a position to prove a custom of settlement of land after measurement, so that applications for the assessment of excess areas failed, except where definite lands were attested as unrented but liable to rent, or where the excess could be proved by a comparison of the old and new records-of-rights.

The policy then of the estate in claiming the separate recording of areas liable to rent has been justified, though, as might be expected, the claims were made in a large number of cases unsuccessfully. The following were the principles adopted in deciding these claims:—

- (i) Where separate khatians were made out at khanapuri for encroachments these were attested as liable to rent (*kabil lagun*).



- (ii) In all cases of tenancies dating back to the last settlement, where new fields were held by the tenant without settlement, such fields were recorded in a separate khatian as *kabil lagan*. The landlord's *Jamabandi* showed where new settlements had been made and new rents assessed.
- (iii) The case of tenancies originating after the last settlement is different. If certain plots are claimed as liable to assessment it must be clearly proved that these plots were not settled with the raiyat. To prove this it will be necessary to show what plots were actually settled. It is important to distinguish between settlements made by survey numbers merely, and those made after measurement. In the former case the landlord may have settled in good faith the area contained in those numbers in the survey maps, while the raiyats also in good faith accepted the fields as they stood at the time of the *bandobast*. Now the plots may have changed considerably in shape or size since the time of the survey, and the raiyat cannot be said to be a trespasser in respect of any increase that had already accrued to the fields when he accepted them. Hence such increases cannot be said to be *kabil lagan*. Where however there was a measurement, and the area thus measured and settled can be satisfactorily identified, any land held by the raiyat outside the settled area is clearly liable to assessment.

The question of unidentifiable excess area will be treated in connection with case work.

The application of the above principles is illustrated by the following case :—

Mouza Sirji Barhampur (thana Bagaha No. 119) was khanapuried in 1321F., and attested in 1322F. In 1320F. (i.e., the year before Khanapuri) all raiyats' holdings were measured by the amin of the *thikadar* (Chautarwa Factory) and areas found to be in excess of the *Jamabandi* areas were assessed to additional rent at the rates of the holdings. The increased rents were realized in 1321-F. The estate did not approve of the assessment, and while disclaiming it claimed numerous plots as *kabil lagan*. Now the *thikadar's* amin had ascertained all the plots held by each raiyat, but apparently had not ascertained which specific plots were outside the *jamabandi* lands. The *patwari* said that only a few tenancies in the village dated back to the last settlement. He did not know if there had been a measurement and the times the various lands were settled. The Assistant Settlement Officer—

(1) disallowed the increases in the rents.

(2) disallowed the *kabil lagan* claims except where it appeared either that a last settlement tenancy had acquired fresh areas without assessment of rent, or that raiyats held lands at the time of attestation that were not found in their possession by the amin in 1320F.

65. The question of rights in trees has given trouble at every stage of the

The tree question.

operations. The most prevalent division of rights in the district has been correctly stated in paragraphs 256 to 258 of the last settlement final report. There are two kinds of trees, *Gayari* and *Anthrope*. The former belong entirely to the landlord, and include those standing on malik's waste land, or on holdings surrendered to the landlord, or taken possession of by him on the abandonment of the raiyats. The *anthrope* trees are those planted by the raiyat in his cash-rented holding. In these the general custom is that the fruits belong entirely to the raiyat while the timber goes half to the raiyat and half to the landlord. With regard to cutting down trees on raiyati holdings the tenant usually takes the permission of the landlord, and so his right is limited by custom.

The above statement is sufficiently clear so far as it goes. The difficulty arose from several causes.

(i) The old record in a majority of cases contained entries of too indefinite a character to determine rights. For example, trees in waste land are

usually entered *bakabze* (in possession of) *malik* and trees in raiyats' holdings are entered *bakabze raiyat* merely. Occasionally in the latter case the words *katne bechne par nisf haq* (or *hissa*) *malik*, are added. In general then we had to decide the question of *rights* both in fruit and timber, whereas the record usually made no distinction of fruit, and mentioned only possession.

(ii) The general division of rights above described is by no means universal, and, as each village has a separate set of papers, and a separate history, it was necessary to ascertain the custom for each village. It was found that in tappa Deoraj, which is inhabited by very forceful Shaikh raiyats, the latter clearly established a custom by which they took the entire fruit and timber of *anthrope* trees, and the estate was unable successfully to contest their claim by proof of realization. Again it was found the *biridars* in general had full rights in trees in their rent-free tenancies, and that similar rights had in many cases been exercised by *bi-it bandobastidars* (i.e., holders of former *birits* without title, subsequently assessed to rent). These cases formed exceptions to the general custom of the villages in which these tenancies were found.

(iii) Rights in *bar*, *pakar* and *pipar* trees were claimed by tenants, but it is an almost universal custom that these sacred trees belong entirely to the landlord.

(iv) Anomalous cases were found in which although the general custom of a village was that trees in raiyats' holdings belong entirely to the raiyats who had disposed of them without let or hindrance, certain individuals had surrendered their right by yielding a share in timber in recent years to the landlord. An example is mauza Bagaha, which is a very old village.

(v) In villages held in permanent lease by the Parsa concern it was found that an annual assessment was made of the half share of all *anthrope* mango and jack trees, or an annual tree tax was levied to represent the average assessment. The assessment is known as *kut* while the tree tax is called *pirt*. When the validity of the claim came up for decision Mr. Gordon Canning withdrew all claims in respect of the fruit of mango trees. With respect to the jack trees it was found that the assessment or tax is of comparatively recent origin, and the question whether the raiyats' full rights in fruit had been extinguished by the requisite period of prevention and exclusion had to be decided on the evidence in each case.

(vi) Trees are often planted on landlord's waste land by raiyats. In such cases the generally prevalent custom is either that the raiyat gets all the fruit and the landlord all the timber, or that timber and fruit are enjoyed in equal shares by landlord and tenant.

The cases were keenly contested, especially the general claim of raiyats that they were entitled to full rights in *anthrope* trees, a claim which they supported by referring to the last settlement entry *ba. abze raiyat*. The explanation that *kahza* indicates possession only, they regarded as merely ingenious. In the Bettiah Subdivision however the subject of trees did not evoke the bitter resentment with which the raiyats received our decisions in the Sadr Subdivision. Raiyats have repeatedly argued before me that the idea of dividing *anthrope* trees is entirely unfair, that they pay rent for their holdings in which they have a permanent right, that the trees are part of the produce of their holdings, and that there can be no justification for depriving them of this produce. It must be confessed that this argument is difficult to meet.

I submitted the following opinion on this subject to the Champaran Agrarian Committee :—

" The raiyats resent this custom and I myself consider that its maintenance is impolitic and inequitable. I notice that in recent settlements of lands the Bettiah Estate and its permanent tenure-holders are entirely excluding and reserving trees. I consider that this is a great mistake. It would be sound policy to value the landlord's share in standing timber and sell it to the raiyat. What the latter wishes above all things is to enjoy without interference the produce of his own land, for which he pays rent, and

the reservation of a right such as I have indicated merely adds one more to the pretexts for extortion and interference which *amla* and subordinates take advantage of."

It is sometimes stated as a final argument against the above suggestion that the handing over of trees to raiyats would lead to complete denudation of the district. This is merely a statement against which I must point to two concrete facts. In Purnea district in places where the landlords have reserved rights in trees the country is treeless, as the raiyats have no inducement to plant. In Saran where raiyats have full rights in *anthrope* trees, the country is excellently wooded.

66. The Sathi concern holds in temporary lease villages with an annual rent roll of about Rs. 80,000 under the Bettiah Estate. Indigo was cultivated formerly on the 'tinkathia system.' The system, especially when jute was partly substituted for indigo, and Java Indigo was introduced, led to very serious discontent and some disturbances. The concern decided to stop indigo and jute growing, and for the income thus lost a compensation was attempted by turning to profit the irrigation system constructed originally for indigo lands. In 1908-09 the raiyats executed *saltas* or agreements binding themselves to pay annually an irrigation tax (*pain kharcha*) of Rs. 3 for every bigha in their holdings. The concern on its side promised (1) to supply water for the raiyat's holdings in a proper manner (*munasib tarika se*).

(2) to abstain from enhancing the raiyats' rents so long as they paid the tax.

Very elaborate enquiries were made by the Attestation Officers, specially Babu Akhauri Gopi Kishore Lal, whose camp (No. IX) embraced the greater portion of the Sathi area. Each village was visited, and the *pains* were examined from end to end. The raiyats strenuously contested the legality of the contracts, and alleged that their agreement had been obtained by force. This allegation however was not proved. The enquiries elicited the following main facts with reference to the whole subject :—

The *pains* consisted of 4 main systems taking off from the Pandai, Ramrekha and Maniari rivers and aimed at irrigating about 72 villages. The chief crop of the area is *aghani* or winter rice. The '*pains*' had the great limitation that they depended on the damming of rivers, and these rivers cannot in practice be dammed in the rainy season. The *pains* then were not in a position really to command and protect the *aghani* crop. It was clearly proved also that they could never irrigate the whole area on which the tax was collected, and that the tax was in fact collected for villages never irrigated (for example mouza Poia, No. 329, mouza Hichopal, No. 471, mouza Nandtola No. 476, thana Bettiah). It was decided to record the tax as legally payable by raiyats in accordance with their contracts, so long as the raiyat in each case got a timely and adequate supply of water. This condition was considered to be the only one that could either be legal consideration for the contract, or be a conscionable interpretation of the words '*munasib tarika se*' in the *saltas*. There can be no doubt that the future enforcing of the contracts would have been extremely difficult in the great majority of cases. Before, however, the irrigation record could be attested, the collection of the tax was stopped by executive order. It was found that the condition against enhancement of rents, which was obviously *ultra vires* so far as the Factory was concerned, and was the main real consideration for the contract, was directly antagonistic to the interest of the superior landlord, the Bettiah Estate. There can be no doubt that the action taken was correct. It is not clear whether the management of the Estate had acquainted itself with the conditions before the settlement brought them to notice, but it subsequently came to light that the concern had definitely promised when the *pains* were constructed, that the raiyats would not be charged for water. It appears then that the raiyat paid for several years considerable sums on the strength of an agreement which the other contracting party was not in a position to fulfil completely.

67. A considerable area of so-called *zirat* land was leased out by the Sathi Concern on *hunda* rents (i.e., for a specified number of maunds of grain per annum). This land, being found at *khanapuri* in the possession of the raiyats, was recorded in their names. Between *khanapuri* and attestation the Factory, with the sanction of the Estate management, fixed cash rents for these lands, and also *salamis* to be paid for the cash rent settlements. Any *hunda* raiyats who accepted the terms proposed were given settlement, while the lands of *hunda* tenants who did not assent to the terms were settled with others. The whole transaction was *ultra vires*. The raiyats for the most part had occupancy rights in the lands, and were free to assent to the terms proposed or not as they wished. They were entitled to have their rents commuted by a Revenue Officer under section 40, Bengal Tenancy Act, if they applied. The right of settlement or agreement was with the proprietor, and not the thikadar, and the taking of *salami* by the latter meant the loss of so much capitalised rent to the Estate. The cases were noticed in Camp X in February 1914 by the Director of Land Records, who expressed strong disapproval of the transaction.

In the great majority of cases the raiyats abided by their agreements, and the dispossessed raiyats made no objection. One raiyat, however, Babunandan Tiwari of Mauza Tumkaria, contested the dispossession, and, as he was clearly entitled to be recorded at attestation, his name was retained in the record. This man applied for commutation of his produce rent. The new settlement holder Kalika Ojha contested the record in a suit under section 106, Bengal Tenancy Act, but without success, as there was no doubt that Babunandan was an occupancy raiyat of the land when the preliminary record was prepared, and there was no evidence that he had been dispossessed by legal action before the record reached its final stage. We have then the curious result of a raiyat, who has had all along a clear title to the land, and is recorded in respect of it, applying for commutation of his produce rent though he has actually been out of possession for about three years and a half.

68. The question of *abwab* came into prominent notice as the result of enquiries ordered by Government into the allegations made in petitions presented by raiyats of North Bettiah. ●

The greater part of the Bettiah Subdivision is held in permanent or temporary tenure. The permanent tenure-holders are indigo factories which have subsisted on profits from indigo and rents. The temporary tenure-holders in both the Bettiah and the Ramnagar Estates have derived the major portion of their income from *abwab* which are illegal. These Thikadari areas cover most of the north of the Subdivision. The taking of *abwab* has been discontinued in the Bettiah Estate. I am not in a position to state whether they have been discontinued in the Ramnagar Estate. The following is a list of the main *abwab* levied :—

- (i) *painkharcha*, generally at Rs. 3 per bigha.
- (ii) *bandh behri* at one anna per rupee of rent.
- (iii) *hisabana* at one anna per rupee of rent.
- (iv) *dasahara* at half an anna per rupee of rent.
- (v) *tuhir* at half an anna per rupee of rent.
- (vi) *farkawan* at eight annas to Re. 1 per tenant.
- (vii) *bapahi putohi*, an illegal inheritance tax on heritable raiyati holdings.

Various other items such as *marwach* (a tax of Re. 1-4-0 on the marriage of a girl), *tikabhenti*, *gurubhenti*, *batchapi*, *jungla ismnawisi*, *dewan dasturi* and *uprohi* have been admittedly levied.

69. It is important, however, to remember that in no one case are all these items levied, that the nomenclature of *abwab* varies from place to place

that a raiyat seldom pays more than 100 per cent over his legal rent, and that the legal rent is low. The general incidence of *abwab* varies in practice from 30 per cent to 120 per cent of the legal raiyati rental. The possible demand and actual realizations of *abwab* can be illustrated from figures collected in the Ramnagar Estate. The following figures are taken from 10 villages :—

1 bigha = 2.33 acres.

Average holding = 6.53 acres or roughly 3 bighas.

Average rent per bigha = Rs. 3-10-6.

„ „ per acre = „ 1-9-9.

The average raiyat then will hold 3 bighas.

The following demands may be made on him :—

	Rs.	a.	p.
Rent	10	15	6
<i>Pain kharcha</i>	9	0	0
<i>Bandh behri</i>	0	11	0
<i>Hisabana</i>	0	11	0
<i>Tahrir</i>	0	5	6
<i>Das khara</i>	0	5	6

These are the items ordinarily shown in the jamabandis

	Rs.	a.	p.
Total demand	22	0	6
Incidence per bigha	7	5	6

The gross produce of the average bigha will be about Rs. 40 so that in theory the raiyat is not overburdened although he is subjected to illegal taxation to the extent of 120 per cent of his rent. The actual realizations probably do not exceed 75 per cent of the rent. An analysis of the account books of the Deorhi mahal in the Ramnagar Estate for 5 villages over a period of 7 years discloses the following realizations :—

	Rs.
Rent	9,757
Cess	804
<i>Abwab</i>	11,204

The *abwab* are subdivided into *pain kharcha*, *bandbehri*, *hisabana*, *tahrir*, *das khara*, which are shown in separate columns. It will be noticed that the total of *abwab* realizations is greater than the total of rent plus cess. There is a further significant fact in these accounts. For these 5 villages no rents are shown as realized in the years 1319, 1320 F., although *abwab* are duly entered as paid. It is clear that the first payments were credited to *abwab* and not to rent.

70. Attempts have been made to defend these levies on three grounds: (1) that the thikadar holds on uneconomic conditions so far as the legal assets of the leased areas are concerned, (2) that *abwab* are customary, (3) that rents are low and

*abwab* have therefore been voluntarily paid.

With regard to the second ground, no alleged custom can prevail against the express provisions of the law (vide Permanent Settlement Regulations and section 74, Bengal Tenancy Act). With regard to the first, it cannot seriously be urged that the raiyat should be exploited to manufacture for the middlemen a livelihood which the proprietor is either unable or unwilling to grant. Besides, this line of defence cannot apply to *abwab* collected in villages held direct by the Ramnagar Estate. With regard to the third ground no cultivator will pay willingly what he knows he is not legally bound to pay. Recent events have brought this fact into prominence.

71. The main *abwab* in North Bettiah is known as *painkharcha*. The name is of comparatively recent origin as it is not found in old papers, and in some cases the zamindari papers themselves prove the name to be a modern disguise

*Painkharcha.*

of various amalgamated levies. The name denotes Irrigation Tax. The general rate is Rs. 3 per bigha, being assessed on every bigha of a raiyat's holding. The case of the Sathi Irrigation System is distinct and has been dealt with already. Elsewhere the tax was claimed to be recorded only in the Chautarwa and Naraipur thikadari areas, and in the Ramnagar Raj. The claims failed. It was clearly proved that the tax was collected in villages in which there was no irrigation, or on lands not irrigated. The alleged contract in such cases would be void for want of consideration. It appeared in other cases that, although some irrigation was practised in a village, the means of irrigation were maintained by the raiyats, and there was no definite contract for the payment of specified sums, or rates, that could be recorded in a record-of-rights. It appeared that in many cases the irrigation channels long preceded the *painkharcha*. In certain instances (e.g., mouza Bhawal, thana Shikarpur, No. 597) it was clearly proved from books of account, and from admissions, that the present *painkharcha* is a changed name for *abwab* previously collected as such. In a number of villages irrigated by the Tribeni Canal (e.g., mauzas Sigri Bigri, Belwa, Murli Bharwa, Pahara, Basantpur Bakhri, etc.) *painkharcha* has been levied by thikadars although the raiyats pay water rates to the Canal Department. The ground on which *painkharcha* has been taken is that the canal water is conducted through the channels which the thikadars maintain, and which are not on raiyati land. If it be admitted that the grounds exist, the tax is illegal, so long as the channel has not been registered in the Canal Office, and until the rates have been approved by the Canal Officer, as required by the Irrigation Act.

72. The collection of *painkharcha* by the Sikta Factory was made the subject of a complaint into which the Settlement Officer was ordered to enquire. No claim was advanced to have this tax entered in the record-of-rights, but its

*The Sikta Pains.*

realization was admitted. In the beginning the concern tried the growing of indigo, but this was abandoned in the early nineties. The concern held temporary leases of 19 villages under the Bettiah Estate. The leases have since been resumed on account of arrears of rent. The concern had organized the construction of a number of "pains", which were registered as improvements in 1912 under section 80 of the Bengal Tenancy Act. On the strength of this system a tax of Rs. 3 per bigha was realized on all raiyati holdings. In the beginning of 1322 F. (1914), the thikadar decided to capitalize the demand by a realization for six years in advance. This capitalizing of a doubtful tax was the breaking point of the relations between landlord and tenant, and was the occasion of an immediate complaint. A neighbouring concern (Murli) had effected a similar capitalization without friction, but the Sikta venture ended in failure. The enquiry disclosed the facts that the payment of *painkharcha* was not voluntary, and that the tax was not legally recoverable. There was no definite evidence as to the terms of a contract between the parties. It is not sufficient to point to the fact that the raiyats had paid the tax; as it was clearly proved that, even if the irrigation system was organized by the Factory, it did not affect a large portion of the area in respect of which the tax was collected. All the *pains* were inspected by Babu Ashutosh Sen Gupta, Assistant Settlement Officer. The records of the proceedings under section 80, Bengal Tenancy Act, were examined, and the Manager's statement was considered. It appeared that the improvements were registered for all 19 villages. There were only six villages in which irrigation was found possible under existing conditions, while five other villages were benefitted by drainage channels. In all these villages the irrigation and drainage did not affect the whole cultivated area. In the remaining villages no improvements could be found. Here, as elsewhere, the *painkharcha* was distinctly profitable. The Manager informed me, when the enquiries were made in May 1915, that the annual income

from this source was about Rs. 9,500. I could not find any accounts of the original cost of construction, although in the applications for registration a definite sum was mentioned for each village. The following totals of expenditure on the *pains* appeared from the account books :—

				Rs.	a.	p.
1903-04 or 1311 F.	...	...	...	632	9	0
1904-05 or 1312 F.	...	...	...	110	5	0
1905-06 or 1313 F.	...	...	...	46	12	0
1906-07 or 1314 F.	...	...	...	182	2	9
1907-08 or 1315 F.	...	...	...	184	14	9
1908-09 or 1316 F.	...	...	...	102	14	9
1909-10 or 1317 F.	...	...	...	85	14	9
Total for 7 years			...	1,315	9	0

According to the Manager's estimate the income for these years would be Rs. 66,000 so that the margin is considerable. These *pains*, if properly maintained, can be of considerable utility so far as they go, but it is clear that, if a tax is imposed, it should be on the basis of definite contracts for that area only which can be irrigated.

73. It has been argued that the *abwab* in the North of Champaran represent the *tinkathia* or indigo system which prevails in the large zamindari owned and managed by Europeans in the indigo planting area. The two systems are not identical, though to the raiyat they both represent an extra burthen which he has to bear. The *tinkathia* system originated in a legitimate industry in which checks were found necessary to limit the demand made on the labour and land of the raiyat. The result of the checks was a system of contract, legally enforceable if properly carried out, and in some cases an obligation, recognized by law, attaching to the tenancies of raiyats who agreed to grow indigo when they took settlements of their lands.

The *abwab* in their present form have a two-fold origin:—

(a) They are partly a survival of old Indian taxes, such as were abolished at the Permanent Settlement, e.g., *Chumawan*, *Tahrir*, *Dewan Dasturi*, etc. These taxes are still commonly levied in Indian zemindaries. Their incidence is light, and many of them are only occasional, and not regularly recurring levies.

(b) *Pain kharcha* or *tinkathia* or *lagan* (the same collection is variously named) is an imitation of the indigo *tinkathia* system, the difference being that instead of taking and paying for indigo on three kathas of every bigha of a raiyat's holding, the landlord takes Rs. 3 per bigha in cash. A point of contact between the two systems is seen in the Bhasurarhi concern (which holds temporary leases under the Ramnagar Estate). The concern at first imitated the indigo system by taking three maunds of *dhan* per bigha from its raiyats in addition to rent. This was subsequently converted into a payment of Rs. 3 per bigha in cash. The influence of the indigo system is seen mainly in the stereotyped form which the extra demand has assumed. There is much to be said for the contention that *abwab* have been really less burthensome to the raiyat than the *tinkathia* indigo; on the other hand the latter rests on contract, while the former do not rest on any legal basis.

74. The Settlement operations were the occasion of more excitement in the Madhubani area than in any other part of the Bettiah Subdivision. The Madhubani concern holds a number of villages in temporary lease from the Pettiah Estate. According to the figures supplied by the Factory the thikadar had a total rent roll of Rs. 49,819 while he paid Rs. 50,637 to his superior landlord. So far as rents were concerned, the thikadars thus suffered an annual loss of Rs. 800 approximately. The lease-holder had however 400 bighas of so-called *zirat* land of which he had let out the major portion to raiyats. Although they had not done so at Khanapuri, the raiyats claimed

to be recorded for these settled lands at attestation. The land not being proprietor's private land within the meaning of section 120, Bengal Tenancy Act, is not privileged in any way, and such settled raiyats as were in possession of it clearly had occupancy rights. Now it is a condition in thikadari leases of the Bettiah estate that the thikadar should keep the so-called malik's *zirat* land in his own cultivation, and should not let it out as an occupancy holding. The thikadar in this case endeavoured to deny the settlements made, and his representatives claimed the *zirat* land, either as being in the thikadar's own cultivation (*bakasht*), or as being held in raiyati settlement by factory servants. The papers concerning these lands were entirely suppressed, and were not produced at any stage of the operations. This was a most serious handicap. The one clear fact was that the major portion of the *zirat* land was in the possession of the raiyats. With the raiyats in combined opposition to the factory, with factory papers that were unreliable, and with factory servants that were deliberately untruthful, the decision of the individual disputes was extremely difficult, though it would have been easy had the papers relating to these lands been produced. The great majority of the cases were decided against the thikadar, and there can be no doubt of the general correctness of the decisions. The following is a typical dispute decided by me:—

In mauza Madhubani a certain field was claimed as *zirat* by the thikadar's *amla*, and as his raiyati by a tenant named Tapsi Rai. I took up the case in presence of Tapsi's son, Raj Kumar and the thikadar's servants. Before me the thikadar's claim was altered. One Hazari Lal, a clerk, claimed the plot as his raiyati land. He added that he had let it out for one year to Tapsi Rai on *batai* rent. I asked Hazari Lal if he could identify the plot. He at once replied that he could. I got up at once and told him to come to the field, about 4 miles away, and point it out. He appeared disturbed by this development, and, as I was about to set out, he corrected himself, and said that he himself could not identify the field, but that his servants Raghuru Koeri and Jagdari Ahir could point it out. Raj Kumar Rai brought me to the field and pointed it out correctly. I went on at once from the field to the house of Raghuru Koeri and questioned him. He denied all knowledge of the land in question. There was nothing more to be said. It is to be noted that the agents of the proprietor supported these unsustainable claims throughout. At the section 103-A stage objections were filed by the Estate, claiming the lands as *kabil lagun*. Thus the possession of the tenants was admitted, but the rents were suppressed. The objections were rejected after the parties had been allowed the fullest opportunity of producing evidence. As the thikadar would not produce papers, the rents had to be recorded in accordance with the raiyats' statements. Now the case of the Estate under section 103-A was that the lands had not been settled with raiyats, except for an occasional crop. The evidence produced, even on the thikadar's side, contradicted this claim, and showed that the raiyats had been in possession for considerable periods. Regarding rent the witnesses for the objector stated that it was *batai*. This again contradicted the claim. The Revenue Officer called for accounts which were certainly in existence. They were not produced. We were asked to believe that several hundred bighas had been let out to several hundred raiyats without any list showing the names of the tenants with rents and areas, and without any account of annual realizations. But Akhourri Gopi Kishore Lal, an experienced Deputy Collector, heard these objections with great care. He rejected them, and I considered that his decision had set the matter at rest. I find however that 333 suits under section 103, Bengal Tenancy Act, were filed by the Estate against the raiyats in possession. The claims made were either that the lands were *kabil lagun* or that they were *bakasht thikadar*. I have examined the 174 cases of Mauza Dumri. The evidence produced for the plaintiff was, in view of the facts described above, amazing. It was to the effect (1) that the defendants had no connection whatsoever with the lands before attestation, (2) that they have paid no rents, (3) that as their names are not in the village jamabandis for these lands they had no tenancies in them, (4) that neither the thikadar nor the proprietor had ever permitted the defendants to cultivate the lands. After 7 adjournments 86 of the defendants



compromised, agreeing to pay certain rents as mentioned in the petitions. As these rents exceeded the recorded rents by more than two annas in the rupee, the Revenue Officer very properly refused to accept the compromises. The acquiescence of the tenants can readily be understood, as they must have been heartily tired of the proceedings. The suits all failed.

75. There were further causes of trouble in the Madhubani area which were not the subject of judicial decisions. Other troubles in Madhubani. These causes have now been removed but they must be put on record in order to explain the tension of feeling that existed, and the difficulties of administration in that area. Towards the end of 1914 the tenants of the leased villages petitioned His Excellency the Viceroy and His Honour the Lieutenant-Governor, and complained that they were being oppressed, that they were being compelled to pay a levy known as "bisahi" or "bapaki" at the rate of Rs. 20 per bigha and that false cases had been instituted against them in the criminal courts. The Factory's version of the affair was that the complaints and trouble had been caused by agitators, and that the advent of the survey and tutoring by survey subordinates had led the raiyats to make wrong claims and to be discontented generally. The thikadar took it on himself to defend the interests of the Estate, and this brought him into conflict with his tenants. The petitions were sent to me for enquiry and report, and all that the parties had to put forward was carefully considered. Now it may be at once admitted that the thikadar was literally acting in the immediate interests of the Estate in trying to preserve the *sirat* or *bakasht* land. It may also be conceded that the raiyats proved extremely untruthful, and obscured the real facts with such a load of falsehood and exaggeration that the truth was difficult to elicit. But the enquiry disclosed a system that was irregular and illegal, and, notwithstanding the time for which it had prevailed, needed radical change. The following were the real subjects of contention :—

(i) *Pain kharcha* or *Bandh kharcha* was levied from all raiyats at the rate of Re. 1 per bigha. The total area of raiyati land in the thikadari is nearly 15,000 bighas according to the jamabandis, so that the tax must have produced a considerable income. The tax was not entirely without consideration as the thikadar had constructed and maintained the Piprasi *Bandh*, which protected the neighbouring villages from the floods of the river Gandak, and a drainage channel in mauzas Taulaha and Danaha. These works were registered as improvements under section 80, Bengal Tenancy Act, in 1905. The tenants, as might be expected, denied that they derived any benefit from these works, but they were undoubtedly beneficial. They did not, however, in the absence of an agreement, legalise the levy of Re. 1 per bigha from all the raiyats of the villages in lease to the factory, although they might have formed the basis of an enhancement of the rents of the persons benefitted to the extent of such benefit. On the other hand the thikadar, who constructed the improvements, was clearly entitled to part of the additional income which they produced.

(ii) *Chulhiawan* and *Kalhuawan* were annual taxes which the thikadar levied on chulhas (for roasting turmeric) and *kals* (oil presses and sugarcane presses), at the rate of 8 annas per *chulha* and Re. 1 per *kal*. The ground stated for the levy of these taxes is the fact that *kals* and *chulhas* stand on waste land which is not included in the raiyats' holdings. Waste land or *gairmazrua* is claimed to be reserved to the Bettiah Estate in its *thikadari* villages. All such land is recorded as *gairmazrua malik* and not *gairmazrua thikadar*.

The *thikadar* regarded these levies as part of the zamindari right leased to him, and he exercised the right in good faith. It is not however possible to regard these sums as the rent of the land occupied, as the incidences per bigha would be absurdly heavy. The payments can only be regarded as cesses

or taxes on the production of commodities, and as such they are outside the assets given to zamindars in the Permanent Settlement. The *thikadari pattas* expressly forbid the levy of cesses or items which are prohibited by Government.

(iii) *Charai* or grazing fees were levied from raiyats for grazing their cattle on the waste lands of the villages. The general custom of the district is that, except in especially reserved land (*rakhāt*), raiyats graze their cattle without permission, and free of cost, on all waste land, and in fields when the crops have been harvested.

(iv) *Bapahi Putohi* is the name of an inheritance tax on raiyati holdings. It was levied on indirect inheritance (e.g., by a nephew). The tax is illegal, as by the local custom the legal heir has a right to succession without payment.

(v) *Bisi* is a tax on sales of grain to Banias. This is clearly within the 'Sairat' abolished at the Permanent Settlement, and the levy of such a cess was illegal. In respect of a *hāt* or bazar the only levy which a landlord can legally make is house or ground rent.

(vi) Further complaints were made about labour taken without sufficient remuneration for the cultivation of 'zirat' lands, but it is not necessary to treat the subject of labour in detail here.

Now that the above causes of friction have been removed, it is to be hoped that this zamindari will settle down in peace. The great objection to these irregular demands is that first payments are liable to be credited to them, and not to rent, and thus the raiyat may be treated as liable for a demand which he has already satisfied. The extra payments were rendered possible by the lowness of the rent. The average holding in the area is  $2\frac{1}{2}$  bighas =  $3\frac{1}{2}$  acres and the average rent is Rs. 3-5-0 per bigha or Rs. 2-3-4 per acre, while the gross annual produce per acre would be at least Rs. 20.

76. Just before the Settlement operations started there had been some trouble about *adwab* between the Dhangar villages north of Khairpokhra Railway station in Bagaha Thana and the Chautarwa Factory. These villages have always enjoyed a primitive system of rent assessment known as *halbandi*. Rent is assessed not on the area cultivated, but on the number of ploughs maintained. This system is not uncommon in Chota Nagpur, whence these Uraon Dhangars originally came. They jealously guard the system, as it results in an easy subsistence and a light incidence of rent. The standard rate of rent in these villages is Rs. 7-8-0 per plough. The plough in practice works out at from 5 to 8 acres. Before the advent of the Revision Survey the Chautarwa Factory, which holds the villages in *thika* lease under the Bettiah Estate, surveyed the holdings and attempted to assess to produce rent (*batai*) certain lands which it decided to be held in excess. This procedure struck at the very root of the *halbandi* system, the essence of which is an area that can expand or contract without affecting the rent payable. Following up its own survey the factory servants during the Revision claimed certain lands in these villages as held on produce rent. These measures, carried out in the main by two Kayasths whom they disliked, disturbed and estranged the Dhangars. The *batai* claims advanced on behalf of the thikadar were disallowed by the Khanapuri Officer, Pundit Birinchi Jha, and again by the Attestation Officer, Mr. Walze. Both officers found that there was no evidence that produce rent had ever been realized, no accounts were produced, and the *halbandi* system rendered the existence of produce rents extremely improbable. The claims were revived under section 103-A, Bengal Tenancy Act, on behalf of the Bettiah Estate, and again rejected. The question before the Revenue Officers was not whether the thikadar had merely decided to collect produce rents, but whether produce rents had ever been agreed upon and realized. There were no accounts of such realizations, and there certainly would have been accounts if *batai* had ever been taken. On the whole question of these disputes, while there is no proof that *batai* was ever realized

or that the Factory Manager approved of false claims, it is clear that many claims made by the *amla* were false, and that on the evidence no court could have allowed any of them.

77. From these villages also petitions of complaint emanated, and the enquiries disclosed a system similar to that prevailing at Madhubani. It has been stated above that the rent rate in a Dhangar village is Rs. 7-8-0 per plough. The amount actually realized from the raiyats was Rs. 15 per plough or something more, but receipts were granted only for Rs. 7-8. The extra Rs. 7-8-0 consisted of *ahwab*, and was not legally recoverable. The payments were not voluntary, and were not founded on any definite or valid agreement or contract. The thikadar endeavoured to justify them on the ground of equity, and contended that the extra sum is merely an irrigation tax paid in consideration of the upkeep by him of the *pain* system. It is true that there is a *pain* system in these villages. There is no account of the details or of the cost of its original construction. The Factory alleges that the system was constructed at its own cost, while the raiyats on the other hand state that the construction was at their cost, and by their labour. My own opinion is that the *pains* were certainly constructed under the supervision of the Factory, which organized the system. As to the question of cost, it is not possible, after such a lapse of time, to come to an exact finding, but it is certain that, even if the landlord bore the cost, this was more than repaid by the cesses collected in one year. During Attestation the thikadar claimed that there should be an entry in the irrigation record to the effect that the raiyats paid Re. 1 per bigha as irrigation tax. I examined the whole question, inspected all the *pains* and the collection books from 1313 to 1320 F. It appeared (1) that there was no definite agreement between the thikadar and his tenants for the payment of fixed sums or fixed rates in respect of irrigation, (2) that the rates in fact varied, (3) that what is described as an irrigation tax includes various *ahwab*. It was not possible then to record an irrigation tax. In any case the entry claimed could not fit in with existing facts, as charges were on the plough, and not on the bigha. The conclusions arrived at can best be illustrated from the account books. Up to the year 1315 F., rent collections and other collections were entered in the same book. After 1315 F. rent collections have been entered in one book, and other collections in a separate book. The following are specimen entries regarding the same village and same raiyat in two different years.

#### MAUZA GANGAULIA, 1313 FASLI.

Raiyat's Name.	Jama.	Paniwat.	Bethmasi.	Gain.	Faguahi.	Total.
Jagrup Mahto ...	Rs. a. p. 19 3 0	Rs. a. p. 6 4 0	Rs. a. 7 8	Rs. a. p. 2 2 3	Rs. a. p. 1 0 0	Rs. a. p. 40 9 7
Totals for the whole village.	191 12 3	62 8 0	75 0	29 13 0	9 8 0	389 15 0

It will be observed that the items when added together do not correspond with the total entered. The balance is accounted for by arrears.

Below is a copy of the entry in the book for collections other than rent of the same raiyat and village in 1319 F.

Name of raiyat.	<i>Pains.</i>	<i>Sair.</i>	Total.
Jagrup Mahto ...	Rs. a. p. 19 0 0	Rs. a. p. 2 2 3	Rs. a. p. 21 2 3
Total for village:	154 5 0	34 2 9	198 5 9

The total includes arrears and interest.

In the rent collection book for 1319 F., Jagrup Mahto's rent is entered as Rs. 19-3-0. It will be noticed that the total paid by him (Rs. 19-3-0 plus Rs. 21-2-3 = Rs. 40-5-3) is more than double his rent. The contention is that the whole of the extra levies are irrigation taxes, and that the present irrigation tax in each case includes a sum formerly remitted for free labour rendered by the raiyats (*beth masfi*), but reimposed when free labour was discontinued. This contention is not borne out by the books. In the first place it is clear that the total sum realized includes *abwab*. Such items as *Sair, Gain, Chilla, Faguahi*, which occur in the earlier collection books, cannot be any thing but *abwab*, and no subsequent amalgamation of these with other taxes under another name can alter their origin or history. In the second place, to take as a sample the particular tenancy referred to above the original sum of Rs. 6-4 (Paniwat) added to the original entry of *Beth Masfi*, Rs. 7-8 does not give the total of Rs. 19 which is the sum entered under the head 'pains' in the book of 1319-F.

Here again the double demand of rent and *abwab* has led to difficulties about receipts, as a raiyat who had paid his *abwab* may still be sued for rent. The law is that if a person, owing several distinct debts, makes a payment in respect of one of these, the payment must be applied in accordance with the debtor's wishes. It is practically impossible that the law should be observed in cases where a tenant owes his landlord sums in respect of two distinct demands, one legal and the other illegal, for the former of which only a receipt is given. The Dhangars complained to me, most persistently that they had paid their rents for 1321 F., but that the payments had been taken as *abwab*, and they refused to pay again. They had made the same complaints previously, to the Collector and to the Khanapuri Officer. It is impossible to give a well-founded judicial finding on a complaint like this, as the position of a raiyat who pays a sum without getting a receipt is helpless. The complaint illustrates the unsoundness of the whole system. It is quite possible that raiyats sued for arrears of rent in the northern area of the Ramnagar and Bettiah Estates have already paid sums which they wished to be credited to their rent account. It must be recorded that the Chautarwa *pains* are potentially beneficial, when properly maintained, but it seems that the demand of *pain kharcha*, even if it were legally recoverable, is too large in proportion to the rent. There is only one sound method by which a landlord can derive a legitimate income from such improvements, and that is by either confining payments to definite areas under definite contracts for irrigation, or by an enhancement of rents of the persons benefited in respect of the area benefited only.

78. The raiyats of Mauza Bhawal petitioned His Honour the Lieutenant-Governor towards the end of 1914, complaining against their landlord, the Narai-  
 The petition against Narai-  
 pur Factory. The complaints were similar to those made elsewhere, and related to *abwab*, fines, labour without wages, demands of *salami* and general oppression. As the subject-matter concerned the record-of-rights, and is important with reference to the recent agrarian history of Bettiah I have thought fit to state briefly the result of the enquiries made. The village belongs to the Ramnagar Raj and is held in mortgage by the Narai-  
 pur Factory. Here as elsewhere I found the petition was couched in exaggerated language. The facts were merely that *abwab* were levied, and that there was the usual difficulty about receipts. The inevitable *pain kharcha* also emerged. Receipts for 1321 F. rents paid in February 1914 were delayed until late in 1322 F., April 1915, and meanwhile the raiyats were refusing to pay *pain kharcha*. Early in the season, when the record of this village was being attested, the Factory claimed that an irrigation tax of Rs. 2-8-0 per bigha should be recorded. In connection with this claim I examined the village record and the mortgagee's account books, which were produced in Court. From the books themselves it appeared that in the column now headed "Painkharcha, etc." the heading up to 1315 F., was '*abwab*'. The Head Clerk of the Factory, in a sworn deposition before the Assistant Settlement Officer, admitted that Rs. 2-8-0 per bigha, which was levied on all lands, was a consolidated sum including *Pain Kharcha, Kasar cess, Dewan Dasturi, Dasahara, etc.*

It was quite impossible to disentangle the exact amount meant for irrigation, and it is not clear that any exact amount was so intended at all. The claim then had to be rejected. The expenses of repairs to *pains* amounted in four years to Rs. 38-13-0, while the collections under the head *pain kharcha* came to Rs. 3,000.

The following figures are interesting :—

		Rs.	a	p.	
1315F.	{	Total rent demand	...	...	862 18 0
		Total <i>abwab</i> demand	...	...	634 13 9
1318F.	{	Total rent Jama	...	...	863 1 3
		Total <i>pain</i> , etc.	...	...	699 5 0

The complaint about forced labour was found to be untrue. The landlord's *sirat* land in this village is not cultivated direct, but it is let out to tenants at a rate of 20 maunds per bigha. Such a rent is known as *hunda*. Raiyats do not regard themselves as having any right in lands so held. That they should take lands at all at a rate so enormously in excess of the village rate is explained by their desire to avoid the 'begari' or labour they should have to render if the lands are not let out. The *hunda* system is regarded in places as modified *begari*.

79. It will be noticed from the figures given above that the factory landlord realizes almost 100 per cent over and above the rent due. Such extra sums were found to be levied generally in the villages of this zamindari, but not always to the same extent. The Naraiपुर Factory holds villages in temporary tenure under both the Bettiah and the Ramnagar Estates. In a number of its villages it has constructed *pains* and registered them as improvements under section 80 of the Bengal Tenancy Act. The claim to have *pain kharcha* recorded had to be rejected for three reasons: (1) as has been indicated above, many of the sums now claimed as an irrigation tax are really amalgamated *abwab*; (2) in villages north of the Tribeni canal, where irrigation is done through such *pains*, there is no evidence of a contract between the landlord and tenant for the payment of any definite sum that could be recorded as an irrigation tax; (3) the villages south of the canal are irrigated by canal water. In these villages there are channels constructed by the landlord through which the canal water is conducted. These channels were not registered in the Canal Office in accordance with the provisions of the Irrigation Act; and therefore the tax levied for the use of the channels is not legal. There can be no doubt that for the area not irrigated by Government canal water, the Naraiपुर *pains* are beneficial improvements, and although under present conditions, an irrigation tax does not seem to be legally recoverable, the recovery of a certain return for the expense and trouble of constructing and maintaining an irrigation system is justifiable. There is another fact to be stated which I would emphasize in this landlord's favour. He tried in most of his villages to collect his irrigation tax on the area irrigated each year. *Pain kharcha* is a considerable source of profit here as elsewhere. The following figures are taken from the accounts of ten of the Naraiपुर villages held in *thika* under the Bettiah Estate :—

(a) Area irrigated through the <i>pains</i> with Government Canal water	1,693 bighas.
(b) Area irrigated through the <i>pains</i> with other water	... 942 bighas.
Total <i>pain</i> -irrigated area	... 2,635 bighas.
Rs.	
Income from (a)	... 1,692 per annum.
Income from (b)	... 1,884 " "
Total income	... 3,577
Average annual expenditure	Rs. 400 (calculated from 1316 to 1321 F).

The margin of profit would thus be nearly Rs. 500 percent.

80. In 1914 a petition was sent to His Honour the Lieutenant-Governor of Bihar and Orissa by the raiyats of Mauza Murli Bharahwa. The subject matter of the petition did not affect the actual record-of-rights, but it is necessary to put the facts on record as the petition was enquired into by the Settlement Officer, and was the first of a definitely connected chain of incidents that led up to the recent agitation and radical changes in Champaran.

The village is held in usufructuary mortgage with six other villages for 18 years by Mr. G. L. Anderson, in consideration of an advance of Rs. 60,000 made to the late Ramnagar Raja. This particular form of usufructuary mortgage is known as *Sadava Patava*. It is similar to the *Bhagat Bandha* of Chota Nagpur. The condition is that both principal and interest shall be deemed repaid by the enjoyment of the village for the specified period. Mr. Ammon of Belwa Factory is the Manager for Mr. Anderson. The complaints were (1) that *abwab* of various kinds were levied; (2) that *painkharcha* at Rs. 3-8 per bigha had been realized, though the village was irrigated by the Government Canal; (3) that pressure was brought to bear on tenants by the threat of impounding their cattle, and of bringing false criminal cases against them. When enquiries were made it was found that, although *abwab* to the extent of Rs. 3 per bigha were realized, the tenants on the whole had been on cordial terms with the factory. It was found also that *abwab* were likely to cause general discontent, if the landlord continued to levy them, now the raiyats had to pay Canal rates. The prime mover in this petition was one Raj Kumar Sukul, who was on bad terms with the factory. As he considered that no action had been taken, and as *abwab* continued, he resolved to follow up the case by public agitation. He attended and spoke at the Provincial Congress Meeting at Chapra in 1915 and at the All-India Congress Session in 1916. The result was Mr. Gandhi's mission, and the subsequent events that are now matters of public history. When enquiries were made it was found that, except from Raj Kumar Sukul, there were no allegations of actual oppression, and that in his case the allegations were not proved. The Manager explained that *abwab* had been taken under ten different heads. He endeavoured to excuse the levy by stating that *abwab* are payable to the superior landlord, the Ramnagar Raj. This however does not alter the illegality of the taxes, and does not exonerate anyone who takes a lease or tenure involving the exercise of illegal privileges. The non-granting of receipts for any collections that are regarded as justifiable cannot be defended.

81. Tappa Rajpur Soharia is held *Kham* (i.e., in direct management) by the Bettiah Estate. It is largely inhabited by Tharus in whom the Raj takes a paternal interest. There are also some villages of Dhangars and Paharias. In this area, as in other places on the border of the foot hills, so many changes had occurred that the old record was of no use, and the new record is likely to prove equally ephemeral if the nomadic tendencies of the people are not arrested. The tappa was dealt with by Mr. C. E. Walze in camp I. Out of 6,209 holdings in the camp area 1,595 are non-occupancy. Thus it appears that more than 25 per cent of the raiyats have been residents of the villages for less than 12 years. The Bettiah Estate has adopted the sound policy of dealing with the Tharus, and collecting their rents, through the village headmen or Mahtos. These men enjoy the privileges of settling waste lands, and take a portion (one row or line in each plot) known as 'Bisar' of the crop of all the raiyati fields. Rents in general have not been enhanced in this area, as the competition is for raiyats rather than for land. Mr. Walze is pessimistic about the condition of the people, and anticipates further abandonments. He points to the indebtedness of the raiyats, the ravages done to their crops by wild animals, and the absence of education and communications. It is true that although the Estate has endeavoured to prevent transfers of land, this benevolent intention has been defeated by the Bagaha Mahajans, who advance money and grain, and recover at exorbitant rates from the crops of the raiyats at harvest time. It is true also that this area is about the most backward generally in the district. On the other hand we have signs

of progress in the partial arrest of the nomadic habits of the Tharus, and in the extension of irrigation. They also enjoy the almost unique (in Champaran) advantage of having no middlemen to support. No *abwab* are levied. The raiyats merely pay their rents, and 'bankar' at the rate of 6 annas per bigha. The latter charge is in consideration of the forest produce which they enjoy for domestic and agricultural purposes.

82. The Dun Valley, wedged in between the Himalayan foot hills, is still the most primitive part of the district.

The Dun Valley.

The proprietor is the Ramnagar Estate. The villages are held in temporary tenure by the Naraipur Factory. Here practically no trace of the last settlement fields or tenancies was found. It will be noticed that in spite of the fertility of the land, the malarious climate has so handicapped agricultural development in the north of Champaran that special concessions are necessary to induce raiyats to settle there. These concessions take two forms: (a) a long *laggi* resulting in a large *bigha* and a consequently low assessment. It is a remarkable fact that the length of the *laggi* (and size of the *bigha*) varies inversely with the pressure of population and demand for land. We can trace the change by marked stages from the 6½ cubit *laggi* in thana Madhuban, on the Muzaffarpur border, to the 13½ cubit *laggi* (1 *bigha* about 4 acres) in tappa Rajpur Sohorja; (b) *bailbandi* and *halbandi* rents, that is rents assessed on the number of plough bullocks, or, on the number of ploughs maintained by the cultivator. In tappa Dun both *bailbondi* and *halbandi* rents prevail.

One *hal* is considered equal to 4 *bails*. The prevailing rates are Re. 1-4-0, Rs. 2-11-0 and Rs. 3 per *bail*. The rates have increased since the last settlement. In the khatians of the raiyats in addition to the actual rent the rate per 'bail' or 'hal' is entered, with a note that the raiyat is entitled to cultivate as much land as he can with the bullock or plough. In a few villages *bigha* rents have been recently introduced, with the usual result of enhancement. In such cases it is seldom possible to apply the enhancement law as the holdings have constantly changed. Where it could be found that rents had increased beyond two annas in the rupee on an unchanged holding the enhancement was of course cut down. Here also *abwab* have been freely levied. It is tolerably certain that these irregular demands have contributed to the unsettled state of this tappa. The raiyats are mostly non-occupancy, and there are few, if any, indications of more stable conditions in the future.

83. Illegal enhancements were not common in the Bettiah Subdivision.

Enhancements.

In the Ramgar Raj a number of illegal enhancements were effected by the amalgamation of *abwab* with rent and by the conversion of *halbandi* to *bigha* rents. In Mauzas Dewar, Rajpur and Mahajagir (Nos. 193, 183, 179 thana Shikarpur) *bighas* were substituted for 'hals' in the jamabandi in 1316-17 F. For the purposes of conversion 1 *hal* was considered equal to 2 *bighas* though in practice it was equal to 3 or 4 *bighas*. Thus a raiyat having 5 *hals* at Rs. 15 was shown as having 10 *bighas* at Rs. 15 though in reality he had about 17 *bighas*. After two years a measurement was made and the land found in excess of this arbitrary jamabandi was assessed to rent. The transaction was clearly an illegal enhancement. The enhancements were more than two annas in the rupee, and were disallowed except in the few cases where specific encroachments or additions to the tenancies were proved.

84. Mauza Chauhatta (No. 217, Shikarpur thana) is held in direct management (*kham*) by the Ramnagar Raj. After its resumption some years ago the village was measured twice in 3 years, and on each occasion the rents

The case of Mauza Chauhatta.

were illegally enhanced. A curious story attaches to this village. It has been reported independently by the Khanapuri Officer and the Attestation Officer. The village was held in *thika* for several generations by a Tharu, Abilakh-Mahto, and his ancestors. On the expiry of the last lease the unsuspecting Tharu paid a heavy *nazarana* for its renewal. The village was resumed, and the

*nazrana* was not returned. Similar illegal enhancements based on measurements were found in Mauzas Balhal, Jamunia, and Sankar (thana Shikarpur, Nos. 185, 195, 199). These villages also belong to Ramnagar Raj.

85. In the Bettiah Estate two kinds of illegal enhancements were found. One type was the mistaken assessment of alleged excess area. In recent years 'partals' or measurements of holdings have been made when the leases of thikadari villages expired, and areas found in excess of the jamabandi entries were assessed to rent. The assessment is justifiable only when the original jamabandi area was entered after measurement. The other type was the revision by the Estate of settlements made without authority by its thikadars. The law on this point has been discussed already. Between Khanapuri and Attestation 185 registered kabuliyats were executed by raiyats of Mauzas Terhikuia and Dhumnagar (Shikarpur thana, Nos. 353, 352) in favour of the Bettiah Estate. The agreements were for increased rents. The increases were in most cases illegal enhancements, and were disallowed. The increases professed to be either for excess lands discovered by the Revision survey, or for lands settled without authority by the ex-thikadar Hazari Mal. The *thika* expired in 1320 F., and the villages were resumed in 1321 F. In the Khanapuri year the Raj Amin partalled the village. I examined the amin and his map. The map was inaccurate and the amin had no idea as to how an old map should be corrected scientifically. The enhancements were enormous in some cases. A few cases will illustrate the danger of the procedure adopted.

Raiyat's name.	Area of holding in 1319 F.	Rent in 1319.	Revision Survey area.	Revised Rent claimed.
	B. K. Dh.	Rs. a. p.	B. K. Dh.	Rs. a. p.
Akbar Khan ...	5 15 2	25 8 0	5 8 11	60 0 6
Mahanth Singh ...	12 10 1	89 3 0	12 11 14	126 3 9
Haricharan Munia ...	9 0 6	47 8 0	9 5 9	87 1 9

86. Similar proceedings in mauza Kotwa (thana Bagaha, No. 241) had a very undesirable sequel. Here again an attempt was made to anticipate and defeat the settlement proceedings. The raiyats were called to Bettiah between Khanapuri and Attestation and executed registered *ekrarnamas* agreeing to increased rents. The *ekrarnamas* were on printed forms and executed in the favour of the Estate Survey Superintendent. The general ground stated for the increase was that the holdings had been illegally settled by the thikadar (Rampati Singh) without the Raj's consent, and that it was illegal to keep them unless a rent were fixed. The raiyats apparently had taken settlement from the thikadar in good faith, and had in fact paid *salami*, and were in possession for several years. The increases had then to be treated as enhancements, and were disallowed in most cases. There are two additional conditions in these *ekrarnamas* that deserve mention. One deprives the raiyat of all rights in timber, although he may have already acquired rights under the general custom. The other condition provides for the summary ejection of the raiyat on breach of any of the terms of the agreement. This is clearly illegal. The raiyats complained long before attestation that pressure was being put on them by the thikadar to pay the enhanced rents. After attestation the raiyats tendered by money order the rents attested by the Settlement Department. The thikadar wished to accept them, but the Estate Management ordered him to refuse the rents. The raiyats then petitioned the Collector. Beyond the mere question of legality there can be very little doubt that the agreements were not voluntary. The disregarding of judicial decisions, and the practical forcing of the thikadar into illegal demands do not deserve approval. I am not in a position to state whether the disallowed rents were finally exacted from the raiyats.



87. Some disputes in Patkhaulia (thana Bettiah, No. 201) also had a most unfortunate sequel. This village is held in *thika* or temporary lease by one Harnandan Dube under the Bettiah Estate. During Khanapuri the Raj representatives claimed as "*bakasht*" the *batai* lands of six settled raiyats who had taken settlement of those lands from the thikadar. The Khanapuri Officer very properly decided in favour of the raiyats as the Raj claim was clearly against existing facts. Between Khanapuri and Attestation five of these raiyats were summoned to Bettiah and were asked to take settlement of the lands at high cash rents (Rs. 15 per bigha). One raiyat had surrendered his *batai* holding soon after Khanapuri. The other five appeared in Raj Office on 8th June 1914. They did not execute *kabuliyats* for cash rents on that day, but they executed *ekrarnamas* on plain papers promising to attend on 22nd June 1914, for the execution of agreements, and agreeing to forfeit Rs. 50 each if they did not appear. These *ekrarnamas* appear to have been taken without authority by some *amla* whose identity has not been traced.

On 22nd June the five raiyats appeared again and four of them filed surrenders of the land in question. The fifth did not surrender but again gave a recognizance for Rs. 25 to appear on 7th July. Ultimately the fifth raiyat took settlement not at the rate of Rs. 15 as originally proposed but at the rate of Rs. 26 per bigha. The other four executed registered deeds of surrender on 3rd July 1914. The Attestation Officer held that the surrenders and the agreement were not voluntary and maintained the Khanapuri entries.

As the facts were too serious to be passed over I brought the case to the notice of the Collector. The estate strenuously defended its action, but the Board expressed a very decided disapproval.

88. In 1903 the Bettia Estate purchased a holding in mauza Bettiahdihi at an auction sale for arrears of rent. The thikadar of the village, without authority, settled the land of this holding with certain raiyats who paid as *salami* shares of the decretal amount proportionate to the areas taken by them. In 1321F. (1914) when the village was resumed from the thikadar, and while the new tenants were still in possession, the Estate settled the holding with another man, Ramgulam Lal.

This settlement was made on 4th May 1914. On the strength of this settlement the Raj representative claimed at Khanapuri that Ramgulam Lal's name should be recorded, but the Khanapuri Officer, finding the thikadar's tenants in possession, very properly refused to give effect to the arbitrary settlement made with Ramgulam Lal. Disregarding this decision the Estate called in the recorded tenants and gave them the option of either surrendering the land or of being sued for ejection. The tenants surrendered the lands in July and August 1914. The Attestation Officer, although he regarded the surrenders as involuntary, recorded Ramgulam Lal for the holding, as the thikadar's tenants had actually been dispossessed. As it seemed that an injustice had been done to the dispossessed tenants, I brought the facts to the notice of the Collector. The Estate again strenuously defended its action and described the surrenders, tendered under the threat of litigation, as "an amicable settlement". I considered this description to be a misnomer and the Collector took the same view.

89. Mauza Bankatwa Tewari (thana Bagaha, No. 315) illustrates the difficulties attending the resumption of tenures. The village was at first a '*birit*' or rent-free tenure of some Brahmans. It was subsequently assessed to rent by the proprietor, the Bettiah Estate, as it appeared to be held rent-free without title. Such assessed *birits*, whether they are tenures or holdings, are locally known as '*birit bandobasti*'. The village was leased in *thika* to the *biritdars* from 1292F. to 1316F. In the last settlement the tenure was recorded as *Birit bandobasti thika*. In 1318F. the Raj resumed the village, which has remained under direct management since then. The trees and rents were all in dispute. No papers whatever were available regarding the *thika* period, and tenancies had altered so much that the last settlement record did not help.

Now the *birid bandobastidars* used to hold certain *bakasht* lands which were resettled with them as raiyati in 1318F. The Raj claimed the full rights in the trees on these lands. The *biridars* were somewhat hardly treated, but the Estate's claims had to be allowed. As regards rents the existing rents had to be accepted, save in the very few cases where their legality could be shaken by the old record.

90. While under-raiyats were common, they did not evince any desire to be recorded, and were found in many cases to have given up their tenancies between *shikmi Raiyats*.  
 khanapuri and attestation. By local custom under-raiyats do not acquire occupancy rights. There were however a few cases in which such rights were recorded for *shikmi raiyats* (*shikmi dakhilkar*). In mauza Loharpatti (thana Bettiah, No. 190) there are six *shikmi dakhilkar* raiyats. They were so recorded as the *asal* or real raiyat in each instance had taken *salami* and settled the land with the *shikmi raiyat* for ever. In 6 villages of camp V (mauzas Jamunia No. 251, Dabaria No. 169, Nautan Dube No. 152, Bagahi No. 149, Bairia No. 150, and Laukaria No. 112, thana Bettiah) 125 *shikmi raiyats* were recorded with occupancy rights. In all these cases, except in Bairia, the raiyats are mahajans, or non-resident and non-agricultural tenants, who have acquired raiyati holdings and given them out to under-raiyats. These under-raiyats are treated as occupancy raiyats in every way. They build their homes on the holdings, and sell or mortgage them as raiyats of the village do. In mauza Bairia 28 tenants held raiyati holdings under the mukararidar (the Bairia Factory). The Factory exchanged for these holdings certain lands which it held as a raiyat under a *birid*dar. The exchange was permanent. By consent of the parties the tenants thus holding raiyati lands of the Factory were recorded as *shikmi dakhilkar*. The law in section 48, Bengal Tenancy Act, restricting the rent demandable from under-raiyats has always seemed to me impractical. It provides that the landlord of an under-raiyat holding at a money rent shall not be entitled to recover rent exceeding the rent which he pays himself by more than 50 or 25 per cent (according as the under-tenancy is based on a registered lease or not). When raiyati holdings are sublet they are usually sublet in parts, and in such cases the section does not apply any restriction as to rent, unless the part be sublet at a rent exceeding by more than the prescribed percentage the raiyati rent of the whole.

91. Some difficulty was experienced in dealing with settlements of landless labourers and non-agricultural  
*Makan bari*.  
 \*residents. When a raiyat has a holding in a village his house is always, though rent-free, recorded as part of the holding. When a landless labourer has a house, and nothing else, this is recorded, with a note of his possession, in the waste land or *gairmazrua khatian* of the malik. When, however, as often happens, a labourer or a bania has a small unassessed plot cultivated adjoining his house, it is not possible to record this with the waste land. At the same time the occupier has no *jamabandi* or holding, pays no rent, and is in fact not a tenant. In such cases the house and plot have been entered in the labourer's name in a separate *khatian* without rent or status, under the descriptive name '*makan bari*'. The Bettiah Estate subsequently applied for the assessment of the cultivated plot in such cases. Some revenue officers were of opinion that the occupant not having any status we were not entitled to settle a fair rent. This does not appear to be common sense, and I differed from the view in revision cases under section 108. The cultivation in such cases is really a trespass, and the landlord is entitled either to treat the occupant as a trespasser and eject him, or accept him as a tenant liable to rent. It cannot be urged that the occupant is entitled to hold cultivated land rent-free, while on the other hand Revenue Officers in proceedings under chapter X are clearly authorized to settle rents on land held rent-free, but liable to rent.

92. The Board of Revenue had held in 1895 that embankment cess or *Bandh Behri* is legally recoverable in the same way as rent only from tenures, which, as defined in section 3 of Act II of 1832, include all interests in land.

held permanently at a fixed rental. Though this decision has not been superseded by any judicial pronouncement, it was found that the embankment cess continued to be levied over considerable areas both in the Bettiah and in the sadar Subdivisions. The cess was disallowed, and was not recorded except in the case of fixed rent or fixed rate raiyats.

93. The great problem of the Champaran Settlement was the question of the legality of the arrangements made in

The Sharahbeshi Question.

supersession of indigo cultivating contracts. One of these arrangements, and the only one with which we are judicially concerned, was the enhancement of rents effected by indigo planters in substitution of the obligation of the raiyats in their mukarrari tenures to grow indigo on  $\frac{3}{8}$ ths of the area of their holdings. The enhancement exceeded 2 annas in the rupee, and in a great majority of cases professed to have been effected in accordance with the provisions of section 29, proviso (iii) of the Bengal Tenancy Act. In a great majority of cases also the enhancements were effected by registered agreements. The decision of the legality of these rents involved an investigation of the whole history of indigo cultivation. It was found—

- (1) that in tenancies dating from before the Bengal Tenancy Act the obligation to grow indigo had been superimposed on the conditions of the tenancy by agreement before 1885 ;
- (2) that in tenancies originating after the passing of the Bengal Tenancy Act the obligation to grow indigo was an original condition, and continued up to the date of the enhancement ;
- (3) that, in a certain proportion of cases at least the obligation was embodied in kabuliyats, which fixed the rent and the other conditions of the tenancy, and referred to a separate *satta* for the details concerning the actual cultivation of the indigo crop ;
- (4) that the enhancements in general were voluntarily agreed to. Those raiyats who did not accept the proposed enhancement continued the cultivation of indigo ;
- (5) that the rents of indigo tenants had not been enhanced for the 30—40 years before the agreement ; and
- (6) that the raiyats in most cases held at specially low rates before the enhancement.

*Prima facie* then the enhancements fulfilled the conditions of the proviso to section 29, and in fact were allowed in the majority of cases.

94. Although, so far as Champaran is concerned, these cases have now only an academic interest, it is necessary, in view of the important principle involved, and in order that the record may be understood, to treat the question in some detail. The proviso to section 29 purports to remove the two anna limit in all cases in which a raiyat has held his land at a specially low rate of rent in consideration of cultivating a particular crop for the convenience of his landlord, and has been released from the obligation of cultivating that crop, the release being conditional on enhancement of rent. In theory there is nothing unfair in this proposition, but in fact it strikes at the root of the Tenancy Law. In the discussions proceeding in the Bengal Tenancy Act some criticisms were directed against this provision by Mr. Reynolds and Sir Ameer Ali, who prophesied that it would be difficult to interpret and to apply. It must be conceded that experience has more than justified their observations. A specially low rate of rent is practically incapable of judicial definition. An Advocate of repute argued before me that when a raiyat is under an obligation to grow a particular crop for his landlord his rent might fairly be presumed to be specially low. The suggestion does not seem to need discussion.

A plausible definition of "specially low" is "lower than the rent would have been if there had been no obligation". This interpretation, however, car

give results that cannot be reconciled with common sense or equity. For example, a landlord settles land with a settled raiyat of the village as follows :—

Area	...	...	...	1 acre.
Rent	...	...	...	Rs. 9-15-6.

In the kabuliyat it is specified (1) that the raiyat shall grow indigo on  $\frac{3}{10}$ ths acre for the landlord and (2) that on this account the rent is 6 pies lower than it would have been otherwise, that is Rs. 9-15-6 instead of Rs. 10. It cannot reasonably be urged that such an agreement should put the landlord outside the jurisdiction of the enhancement law. It is clear that some upper limit must be adopted for specially low rates. As to what this upper limit should be, and how it should be determined, neither the law nor judicial precedent have given any indication. Herein lay the first difficulty with which the Revenue Officers were confronted. The determining principle adopted, and its justice cannot reasonably be questioned, was that a comparison of the rents before enhancement with rents of similar lands without the indigo obligation should disclose a difference that bore some relation to the proportion of land occupied by the special crop. Where there were no neighbouring lands of similar quality without the indigo obligation—and this case was frequent—allowance was made for the fact that the rents had not been enhanced for 30 years, and to fix an upper limit a deduction was made from the average pitch of rent which the village would have shown with normal and legal enhancements, the deduction being  $\frac{3}{10}$ ths, that is, in proportion to the area occupied by the crop. Two examples will illustrate the principle. - A raiyat of village X held before the enhancement 3 bighas at a rent of Rs. 6, rate Rs. 2 per bigha. He cultivated indigo on  $\frac{3}{10}$ ths of his holding, that is, 9 kathas. On his release from cultivation his rent was enhanced by registered contract to Rs. 15. B, C and D, raiyats of the same village, took settlement of similar lands without any indigo obligation, at the rate of Rs. 4 per bigha. If Rs. 4 was the general rent rate for lands without the indigo obligation, then Rs. 4 minus  $\frac{3}{10}$ ths of Rs. 4, that is Rs. 3 $\frac{3}{10}$  would be a specially low rate of rent for the purpose of section 29, proviso (iii). Rs. 2 being within this upper limit, the enhancement of A's rent, though it amounts to 250 per cent, must be allowed. If the pre-enhancement rate exceeded Rs. 3 $\frac{3}{10}$  per bigha, the enhancement would be disallowed *in toto*.

E, a raiyat of village Y, held three bighas at Rs. 9. He cultivated indigo on 9 kathas, that is  $\frac{3}{10}$ ths of his holding for the convenience of his landlord. On being released from the obligation to grow indigo his rent is enhanced to Rs. 15. There were no raiyats without the indigo obligation holding similar lands in the neighbourhood, and so a comparison, as in the previous example, is not possible. It appears, however—

- (1) that the average rent rate of the village has been Rs. 2-12 per bigha for the last 30 years, and that there have been no enhancements ever since indigo cultivation began ;
- (2) that on the ordinary legal grounds the landlords could have enhanced rents by six annas in the rupee during that period. Such an enhancement would bring the average village rate up to Rs. 3-12-3. A deduction of  $\frac{3}{10}$ ths from Rs. 3-12-3 gives Rs. 3-4-0 which might fairly be adopted as the upper limit of a specially low rate for the village.

As the pre-enhancement rate of E's rent was below this limit, the enhancement would be allowed. These relative tests were always subject to the absolute test of the relation of rent to gross produce. The average gross produce per bigha was ascertained by enquiry for each village, and in general any rent rate that did not exceed  $\frac{1}{10}$ th of the gross produce was considered possible as an upper limit. Rents were in no case presumed to be specially low merely because the raiyats happened to be under the obligation of growing a particular crop for their landlords.

The second great difficulty was the interpretation of obligation. Need this be an integral part of the tenancy as such, or need it only be a matter of civil contract independent of the relation of landlord and tenant? This distinction is

so little understood, even by persons who ought to be acquainted with it; that I will illustrate it by an example. X is a landlord and Y is an occupancy raiyat holding under him. X settles a holding with Y. The conditions are that the raiyat shall pay a certain rent and also cultivate a certain crop on a portion of his holding for the landlord. In this case the obligation with reference to the crop would be an incident of the tenancy itself. Again Y agrees by contract to supply annually to M the produce of a certain area of indigo cultivation. M is not Y's landlord, though he may be a landlord. In this case Y would be under a contractual obligation, but the contract would be quite independent of the relation of landlord and tenant. It was held that the obligation must be an incident of tenancy, and that such an incident can attach to the tenancy of an occupancy raiyat. Section 29, proviso (iii), clearly indicates that there can be, while section 23 seems just as clearly to indicate that there cannot be, such an obligation attaching to an occupancy holding. The history of section 23, however, shows that it was primarily intended to apply to the building of dwelling houses, the digging of wells, drains and channels and other uses of land incidental to agriculture. Whether it applies to the growing of crops must remain a matter of some doubt. The arguments on both sides are—

- (i) during the preliminary stages of the Tenancy Bill it was proposed to insert a definite provision allowing a raiyat to grow any crops he chose. This provision was not incorporated in the final draft of the Bill. The omission is not explained, and no corresponding addition was made to the clause which eventually developed into section 23 ;
- (ii) Section 29, proviso (iii), seems to indicate that such an obligation can attach to the tenancy of an occupancy raiyat. On the other side we have two considerations ;
- (iii) Section 29, proviso (iii), was inserted as a compromise at a late stage, and was drafted in an admittedly vague and haphazard manner, without full consideration of its effect ;
- (iv) if at the inception of his tenancy a raiyat can contract such an obligation at all, there is no logical reason why he should not contract to grow a particular crop in his whole holding for the convenience and profit of his landlord, that is, there is nothing to prevent his contracting himself into serfdom.

This is against the spirit of the Tenancy Law. By taking advantage of this proviso to section 29, by specifying the growing of any crop when lands are settled, and by a carefully worded kabuliyat, landlords can defeat the restricting provisions of section 29.

Another defect is that the proviso sets no limit to the amount of enhancement. It allows landlords and tenants to contract for rents which no Court could settle under the existing law. As the situation now stands the law is doubtful, vague, difficult to administer, and capable of unlimited exploitation and it is to be hoped that in the coming amendment of the Act particular attention will be paid to this section. So far I have considered only the law itself. As regards the working of it by the parties concerned, it must be admitted that the planters endeavoured in general to settle fair terms with the cultivators, and to carry out the transaction in a just and honourable manner. I shall deal later with the few cases in which the agreements were irregular, or else not voluntarily entered into. A very determined attempt was made by the raiyats to repudiate the enhancement agreements at attestation. The ground taken was that the agreements were obtained by force, and that in any case they were illegal. The tenantry in this manifested remarkable cohesion and persistence, and strongly resented the unfavourable decisions of the Revenue Officers. This continuous unpleasantness made the work very onerous, and might have resulted in serious breaches of the peace. The officers, however, behaved with great patience and tact, and nothing untoward happened.

95. Section 109 (c) of the Bengal Tenancy Act enables specially empowered Revenue Officers to record, and settle as fair rents that are technically illegal, and is very useful in cases where the parties are prepared to abide by the present rents and thus avoid subsequent suits for enhancement. Rents thus accepted and settled by a Revenue Officer cannot be enhanced for 15 years. The section was employed on an unusually large scale in the indigo area, and indeed it furnished the way out of an awkward situation. It was found that the growing of indigo was an incident of tenancy of occupancy holdings over a very large portion of the indigo planting tract. In cases where rents enhanced under section 29, proviso (iii), were disallowed on the ground that the pre-enhancement rate was not specially low, it was necessary to record the growing of indigo as an incident of tenancy. This procedure would have forced the parties to revert to a position which neither desired, and one bitterly resented. It is perhaps fortunate that the raiyats, when the alternatives were explained to them, agreed to the enhanced rents in nearly all such cases. Care was taken to ensure that the compromised rents were fair and equitable, and no rates over Rs. 5 per acre were settled. The landlords readily agreed to a reduction whenever I suggested it, and difficulties were thus avoided. There were more than 6,000 such compromises relating to the indigo rents. The following are the figures of the enhancements settled:—

Year.	Pro <i>Sharah beshi</i> rental.	Post <i>sharah beshi</i> .	Percentage of enhancement.
1915-16	36,939	60,095	62
1916-17	22,468	28,425	27
Total	59,406	88,521	49

Certain enhancements disallowed.

96. The enhancements were disallowed in three main classes of cases:—

- (1) where the previous rates were not especially low. These cases for the most part were dealt with subsequently under section 109 (c)
- (2) where there had existed no legal obligation to grow indigo. These were cases in which raiyati tenancies were held at fixed rates of rent, and dated back presumably to the Permanent Settlement, and cases in which either indigo had never been grown, or had been imposed after the origin of the tenancy. The enhancements were cut out, and no mention of any obligation was made in the record; and
- (3) where the agreements were not voluntary. These cases were not numerous, but the circumstances require mention. Certain raiyats executed enhancement agreements but subsequently refused to appear before the Sub-Registrar to have them registered. They were summoned and, when summons proved ineffectual, the Sub-Registrar issued warrants of arrest. The raiyats appeared and denied execution. The Sub-Registrar accordingly refused registration, and forwarded the documents to the District Sub-Registrar, who eventually effected compulsory registration on the application of the landlord and against the wishes of the raiyat. This proceeding is in accordance with the registration law, but its application to such enhancements is most unfortunate. Registration is an essential element of enhancement by contract, and there can be no contract without agreement. In cases of this description the first opportunity which a raiyat has of expressing his consent or dissent before an independent party is his appearance before the Sub-Registrar, and the compulsion of a tenant to register an agreement which he repudiates before that officer seems to be an altogether unjustifiable proceeding. Landlords who

apply for compulsory registration in such circumstances, furnish a strong argument for the abolition of all enhancements save by an order of a Court. One of the Attestation Officers, Pandit Brinchi Jha, reports a case where a raiyat of mauza Kanchedwa, thana Gobindganj, had to expend some Rs. 900 in a civil suit to release himself from such an involuntary contract.

97. During the discussions that accompanied the sitting of the Champaran Agrarian Committee, the settlement decisions on the *Sharabeshi* question were criticized from four distinct points of view :

- (1) It was alleged that the agreements were not voluntary. The allegations of compulsion were elaborately investigated during the settlement operations, and in the majority of cases they failed. The allegations were most persistent in the villages of the Pipra Concern, and I deputed Mr. Saunders to take up a prominent village and try out the question in detail. At the hearing the whole history of the transaction was entered into and all the evidence, oral and documentary, that the parties could produce was considered. The Sub-Registrar who registered the agreements was examined. The result was that the statements with regard to the use of force in connection with the agreements were entirely disbelieved, and one of the chief witnesses of the raiyats was prosecuted, convicted and imprisoned for false personation. Throughout the whole area the general impression of the officers was that the raiyats at the time of the enhancements readily agreed to them, as the price of their release from indigo cultivation, which they abhorred. It is not sufficiently realized by champions of the raiyats that in dealing with the massed complaints of a tenantry united in opposition to their landlords to be guided by the numerical element in evidence is to deny justice. The raiyats undoubtedly agreed to the enhancements. In their subsequent conduct they have been guilty of falsehood on a colossal scale, and some portion at least of the energies, of future reformers, might with advantage be directed to a campaign not against the landlords, but on behalf of truthfulness.
- (2) It was suggested that there could be no such obligation to grow indigo in the face of section 23 of the Bengal Tenancy Act. This aspect of the case has been fully discussed in a previous paragraph.
- (3) That the cases were dealt with in too general a manner, and that the circumstances of individual tenancies should have been considered separately. This criticism is due to ignorance of the procedure followed. The attestation of rents is a summary judicial proceeding, but wherever a rent has been enhanced by contract the legality of it is most carefully scrutinized. In dealing with indigo enhancements the history of each village was scrutinized from the landlord's papers and receipts. The raiyats admitted in the vast majority of cases that they had cultivated indigo since the very origin of their tenancies. In any case where they denied this, the circumstances were fully investigated. In a majority of cases there were no *kabuliyats*, to mark the inception of the tenancy or define its conditions, but the conduct of the parties, and the records, left no doubt whatsoever that in the typical case the growing of *tinkathia* indigo was just as clear and essential a condition of the tenancy as the payment of rent, and was supported by precisely the same kind of evidence. The *tinkathia* system was applied rigidly over the whole indigo area, and exemptions and exceptions among the raiyati tenancies were few. To have made the procedure still

more elaborate, would, in the first place, have been futile and would have rendered it impossible to complete the proceedings in a period of less than 10 years.

- (4) It was suggested that even if the enhancement agreements were not obtained by actual force, they were based on undue influence, which vitiates a contract just as compulsion does. This ground was not advanced during the hearing of the cases, and it is difficult to see how it could apply. It must be conceded at once that all landlords, specially the bigger landlords, occupied a position of power and superiority with reference to their tenants but the application to the relations between landlord and tenant of the theory of undue influence would clearly undermine the whole of contract under the Tenancy Law. In practice we find that typical contracts under section 29 are strictly speaking without substantial consideration so far as the raiyat is concerned. In the case, however, of *sharah beshi* the raiyat obtained a practical and substantial consideration in his release from indigo conditions.

98. Two exceptional classes of cases remain to be described. In a considerable number of cases of the Turkaulia and Jalaha Factories the enhancements were effected, not by agreements *ad hoc* under section 29, proviso (iii), but by alteration and resettlement of holdings at the enhanced rents. There was no registration. Partitions were effected among members of joint families, who held parts of the joint holding separately. Intact holdings were taken back and settled afresh with additional or reduced areas. The latter arrangement was known as *kami beshi*. In all such cases the resettlements were regarded as of new holdings, and were at the enhanced rate. Now, if partitions are *bona fide* and allowed by the landlord at the request of and for the benefit of the joint raiyats the terms of settlement of the divided parts are purely at the discretion of the landlord. Similarly if additional land is settled and amalgamated with an old holding, and the change is so extensive as to constitute in effect a new holding, the amalgamated rent will not come under the restrictive action of section 29. In the cases, however, with which we are now concerned, although we accepted the landlord's plea that the arrangement was merely for the purpose of avoiding the trouble and expense of registration, it was quite clear that the object of the arrangement was an enhancement in lieu of indigo cultivation and the tests of section 29, proviso (iii), were strictly applied. The enhancements failed for want of registration in cases where they had not been paid continuously for a period of three years.

99. The terms of the registered *kabuliyats* executed by the raiyats of the Motihari Factory differed in one important particular from *kabuliyats* elsewhere. They described the enhancement as a commutation of the *linkathia* which was regarded as a produce rent. There is nothing in the law which prevents a landlord and tenant from agreeing to any cash rent in commutation of a produce rent. But in these cases there was no evidence whatsoever to show that the produce of three kathas in each bigha had ever been regarded as part of the rent of the holding, and, even if this were seriously contended, it is not clear how a commodity for which a contracted price is paid by the landlord to his tenant can be regarded as a rent. The *kabuliyats* were therefore tested by the provisions of section 29, and, as the raiyats had no objection to offer, there was no difficulty in either attesting the *kabuliyat* rents or settling them under section 109(c). In this connection a curious difficulty was encountered in Mauzas Malkaunia and Gorahia, thana Motihari, Nos. 117, 124 and 144. In these villages the proprietary right is held by the Motihari Factory (13 annas 3 pies) and the Bettiah Estate (2 annas 9 pies) jointly, and each proprietor collects his own share of the rent from each tenant. When the arrangements replacing indigo cultivation were being carried out, the Factory had enhancement agreements (*sharah beshi*) executed as in other indigo villages, while the Bettiah Estate took no action. The enhancement in this case was apparently illegal, and an anomalous position resulted. While the Motihari *jamabandis*



showed the enhanced rents and the Factory collected its share of the rents thus shown, the estate preserved and collected its share of the original rents. The raiyats and the proprietors agreed to have the whole enhanced rents settled under section 109(c), and this course solved the problem.

It may be mentioned here that from the beginning to the end of the operations the Motihari Factory raiyats made no objection to the *sharah beshi*, and steadfastly stood by their agreements. I agree with the Assistant Settlement Officers in attributing this, first to the fact that the agreements were fully considered and voluntary, and second to the personal influence of Mr. Irwin with all his tenants. I have dealt in a previous chapter with the subsequent history of the indigo question.

100. The custom with regard to rights in trees was somewhat different from that already described for the Bettiah Subdivision. However, the same custom as in Bettiah prevails throughout the villages of the Bettiah Estate and its permanent and temporary lease-holders. It was found that in the villages of the Hathwa, Sheohar and Tikari Estates the raiyats enjoyed full rights in their *antrope* trees without interference. In the Madhuban Estate the question was bitterly contested. The raiyats claimed full rights in *antrope* trees on their holdings, while the zamindar claimed half the timber on the analogy of the Bettiah Estate. Decisions varied from village to village, as the practice was found to vary, and the landlord's evidence was much too scanty to establish his general claim. With regard to trees planted by raiyats either on waste lands or on produce rented holdings, the general custom is the same as in the Bettiah Subdivision, that is, either both fruit and timber belonged half and half to landlord and raiyat, or the fruit goes entirely to the raiyat while timber goes entirely to the landlord. With regard to bamboos, which are properly speaking a crop rather than trees, only possession has been recorded throughout the district, the question of rights not being entered into. The Bettiah Estate was not satisfied either with the procedure adopted, or with the decisions given, and in September 1915 the Manager addressed the Collector suggesting that the Settlement Department had no power under the law to make entries in regard to bamboos in *gair mazrua* or waste land, and complaining that raiyats were being recorded as having either full rights or possession in such bamboos. The Collector sent the Manager's letter to the Settlement Officer for report, and a report was duly submitted to the effect that rights as distinct from possession in bamboos had not been recorded and that if the word *haq* had been used in any case it was used by mistake, and all such entries were being corrected. I heard the Estate Pleader on the whole subject, and considered both the legal position generally, and the entries made in three particular villages which I allowed him to choose. As to the legal position, it is clear that if entries regarding trees cannot be made, no other entries can be made for *gair mazrua* land. It was argued that under section 102 such land not being the subject of a tenancy could not be included in the record-of-rights. On the other hand, however, it does not seem that the Legislature intended to exclude such land entirely from the record. In all settlements a record of such land has actually been made, and indeed the record of any village would be incomplete without such land, which is a part of the area or estate for which each proprietor is recorded under clause (ad) of section 102, and which is often or nearly always the subject of easements connected with the tenancies of the village. I decided, therefore, that we should continue to make a record in respect of such land. An analysis of the record for three villages chosen by estate pleader (mauza Bahuarwa, No. 370, thana Shikarpur, mauza Mudila, No. 220, thana Bagaha, mauza Maulanagar No. 433, thana Shikarpur), revealed the following figures :—

Total number of trees in <i>gair mazrua</i> ... ..	133
Recorded <i>kul haq</i> malik ... ..	109
Recorded <i>kul haq</i> raiyat ... ..	nil
Recorded as <i>lakri kul haq</i> malik <i>phal kul haq</i> raiyat ... ..	1
Recorded <i>nisf</i> raiyat, <i>nisf</i> malik ... ..	3
Recorded <i>phal kul haq</i> raiyat <i>lakri kul haq</i> malik ... ..	5
	(Homestead)
Recorded <i>phal kul haq</i> raiyat <i>lakri nisf</i> raiyat <i>nisf</i> malik ...	15

(On a road adjoining the raiyat's field.)

Total number of bamboo clumps in <i>gair masruk</i>	...	...	118
Recorded <i>ba kabza</i> malik	...	...	49
Recorded <i>ba kabza</i> raiyat	...	...	35
Recorded <i>nisf</i> malik <i>nisf</i> raiyat	...	...	34

It is impossible to argue from these figures, which presumably represent a pessimistic case, either that the Estate has lost property by the record, or that the entries themselves are incorrect, and no effort was made to pursue the matter.

101. It was decided to enter in the record-of-right the areas of fields and holdings in terms of the local bighas as well as in acres. The local bigha is founded on a bamboo or *laggi* which varies in length from place to place.

1 <i>laggi</i> × 1 <i>laggi</i>	...	=	1 dhur.
20 dhurs	...	=	1 katha.
20 kathas	...	=	1 bigha.

Each *laggi* is composed of a number of cubits locally known as *haths*. The number varies in the Sadr Subdivision from 10 *haths* in the north of the Bettiah Estate to 6½ *haths* in the south of the Madhuban Estate, and the size of the bigha in terms of acres—an unchanging quantity—varies accordingly. All entries in the village *jamabandis* of the areas of holdings are in terms of bighas. It is essential then that the bighas shown in the record-of-rights should be converted from acres on the basis of the same *laggi* as prevails in the village. If by a mistake, or owing to misrepresentation, the Assistant Settlement Officer adopts a *laggi* shorter than the prevalent one, the consequence will be the appearance in the record of areas apparently in excess of the *jamabandi* areas of the holdings. This leads to misunderstanding, and to mistaken claims for the assessment of excess area. If, on the other hand, he adopts a longer *laggi* than the prevalent one, the record will show holdings apparently smaller than those for which rent is paid. Raiyats will complain that some of their lands have been missed out, and may be induced to put in futile claims for reduction of rent, or applications for remeasurement. In part of the Madhuban Estate and of the area held in permanent lease by the Turkaulia and Pipra Factories, the raiyats claimed that the prevailing *laggi* was longer than that which we had adopted. In general we followed the *laggi* on which the present *jamabandis* are based, even though at some previous time a longer *laggi* may have prevailed. There has been much misunderstanding of this subject by the raiyats. It would have been no advantage to them to revert now to an obsolete *laggi*, and on the other hand it is clear that landlords cannot, and will not, claim assessment of excess area on the basis of a comparison between the present and the former *jamabandis*, as the present *jamabandis* are presumed to show the actual areas for which rents are paid. In any case the landlords in general, as subsequent events proved, were not in a position to prove that *jamabandi* entries were founded on actual measurement, and therefore claims to excess area, except where specific encroachment could be proved, were bound to fail. The raiyats, however, had at the back of their minds a very shrewd reason for their insistence on a longer *laggi*. It is undoubtedly true that where longer *laggis* prevail the incidence of rent is lighter, and that the shortening of the *laggi*, by reducing units of area, inevitably tends to the raising of rates.

102. The homestead of a raiyat consists generally of a building and a courtyard, with a small adjoining area of land, either cultivated or waste. The actual building and courtyard are described in the record-of-rights as *makan mai sahan*, while the adjoining patch of land, locally known as *kola*, is described as *dhit* or *parti* as the case may be. The ancient custom was that all homesteads of raiyats within the village site were free of rent. In the old record-of-rights homesteads within the village site were included in the holdings of raiyats but described as *belagan*, or rent free. On the other hand homesteads built, not in the village site, but in a raiyat's holding, were included

in the holding as part of the rent paying area. In the present operations it was found on the one hand that the factory tenure-holders had generally assessed the cultivated portion of all homesteads in the village sites to rents known as *zabdi*, while the Bettiah Estate in its *kham* village and in certain *thikadari* villages claimed such areas as being liable to assessment. The Estate also claim that homestead lands are by immemorial custom of the Raj held by the raiyats as separate and distinct from agricultural holdings, and that as the entry of these homesteads along with agricultural lands in tenant's khatians would create a presumption that they were part of the occupancy holdings, they should be recorded in separate khatians, or in the proprietors' khatians of waste land, the possession of the tenant being noted. It was difficult to deal with these claims and not possible to lay down any rigid rule, as the old custom was undoubtedly proved, and in recent years it has been undergoing a process of change. Wherever rents were paid for homestead lands the rents were recorded. Where rents were not paid, but the cultivated area was claimed as liable to rent, the claim was decided after consideration of the prevailing custom and the area of the land in question. It is clear on the one hand that the mere assertion of such a claim does not establish it in the face of the old custom, and on the other hand it is equally clear that a custom would not be valid or reasonable which allowed a raiyat to cultivate an unlimited area adjoining his house free of rent. The claims were decided on the merits of each case, and the majority of cultivated *kolas* exceeding 5 decimals in area were recorded as liable to rent.

103. There were persistent rumours during the attestation that after the last settlement the agents of the Madhuban Zamindar had dishonest alterations made in the Collectorate copy (that is the original), of the record-of-rights. Investigations proved that the allegations were true, and that in this connection the Collectorate Record-keeper had been dismissed in 1902. The disputes put before the Attestation Officer were with regard to certain fields which the Zamindar's Agents claimed to be produce rented, while the raiyats claimed them as part of a cash rent holding. The landlord's copies of the old record supported his claim, while the raiyats' copies supported theirs. In all such cases of discrepancies the Collectorate copy is referred to, and, being the original, is generally regarded as correct. In the cases now in question the Collectorate copy supported the landlord's claim, but a careful scrutiny of the records revealed the fact that in the Collectorate copy, opposite the plots disputed, forged entries of *batai* had been inserted in similar ink and writing. It may be here explained that in the old record produce and cash rented plots were included in the same khatian, the former being distinguished from the latter merely by an entry *batai* opposite them. After the attestation of the old record, an abstract or *terij* of the khatians was prepared. This abstract showed for each separate holding or khatian the total cash rented area, the cash rent, and the produce rented area. It was found that in every disputed case a clumsy alteration had been made in the *terij*. The exact area of the disputed plot had been cut out of the cash rented total and inserted in the produce rented total area. The writing and ink were clearly distinct. The cutting and the insertions were uninitialled, and the fraud was obvious in the circumstances. Beyond the oral testimony of the tenants, and beyond the contemporary proceedings which resulted in the dismissal of the Record-keeper, there was further clear proof that the alterations were fraudulent. After the last settlement the zamindar applied for an enhancement of rent under section 104 of the Bengal Tenancy Act. His cases were failing, as he could not prove excess areas. He withdrew the cases. The applications were for the enhancement of cash rents only, and they included, as being cash rented, plots now claimed as produce rented. It is significant further that in almost every such case the plot tampered with is the largest plot in the tenancy. It is not necessary to quote here typical instances, as the whole circumstances were fully reported at the time to the Collector, and the zamindar was called upon for an explanation. He disclaimed all knowledge of the transaction and there is no reason to suppose that he personally approved of the fraud, as his servants are to the present day uncontrolled, and have an uneaviable reputation for the production of unreliable papers.

104. The Hardia factory in thana Adapur holds 28 mauzas in thika lease under the Bettiah Estate. The current leases extend to the year 1927. The concern was originally engaged in indigo manufacture, and obtained indigo from the raiyats on the *tinkathia* system. Indigo was given up, apparently from the unsuitability of the soil, before 1890 and an unsuccessful attempt was made to obtain paddy on the same conditions. The raiyats resisted, and would not agree. Before the original settlement of the district the landlord applied under section 101 (2), Bengal Tenancy Act, that a survey and record-of-rights of 5 villages (mauzas Harnahi, Bhawanipur, Raksaul, Gamharia and Belahia, thana Adapur, Nos. 27, 82, 7, 24) should be made, and the operations were carried out between 1891 and 1894 at first by a special staff under Munshi Nandji, and later as part of the district operations. The ground of the application was the uncertainty that existed as to the quantity of land held by each tenant and as to the accuracy of the boundaries of holdings given in the landlords' registers.

Mr. Colvin submitted the final report on these operations with his letter No. 425-C., dated the 15th August 1894, to the address of the Director of the Department of Land Records and Agriculture, Bengal. As the report has never been published it is now reproduced in Appendix XIII.

Fair rents were settled, the grounds of increase being excess area and the 'prevailing rate'. The latter ground was applied in only one village, Gamharia, by Bibu Promotha Nath Dutt, Assistant Settlement Officer, Munshi Nandji having taken the view, which the Special Judge upheld, that there was no prevailing rate in these villages.

105. While in the current *thikadari pattas* of the Bettiah Estate the right of settling all lands with tenants is reserved to the proprietor, this condition has not generally been observed in practice, and in fact the *thikadars* do not seem to have noticed the condition, and have continued *bona fide* to settle lands in accordance with their former practice. The result has been in certain cases that tenancies have been settled on conditions which the estate could not possibly approve; for instance, the Hardia *thikadar* has been issuing to raiyats *pattas* settling lands. The rents are perfectly fair. The *thikadar* has been taking considerable *salamis* for the settlement, which do not appear in the *patta*. This also is in accordance with what has been the general practice, but the following additional conditions inserted in the *pattas* are peculiar.

(1) That the raiyats shall execute a *Satta* to grow indigo, sugarcane or jute, on three katthas of every bigha or else pay *harja*; the latter being at the rate of Rs. 3 per bigha.

(2) That the raiyat shall be liable to ejection if he institutes any proceedings against the *Satta*. It is stated that the *patta* is given in consideration of the *Satta*. In practice no *tinkathia* crop has been grown for nearly 30 years. So the *Satta* is really only for the collection of *Harja*, which, being an *abwab*, is not legally leviable. The condition about ejection is clearly illegal. Neither condition has been entered in the present record-of-rights. Further trouble was experienced in this area in dealing with certain illegal enhancements. At the last settlement the proprietor claimed an enhancement on certain tenancies under the old section 104 of the Bengal Tenancy Act. The Estate failed to prove that the previous *jamabandis* were founded on measurement, and that the raiyats held excess areas. Hence the claim failed, and the then existing rents were settled as fair and equitable. An appeal was lodged before the Special Judge, who dismissed it. Immediately after the failure of the appeal the estate took *kabuliyats* from a number of tenants in question for enhanced rents. This was in the year 1900. The rents thus enhanced being clearly illegal have now been disallowed. A typical case was mauza Kanana (No. 2), thana Adapur).

106. During the last settlement the village units of the Revenue Survey were followed with the result that certain *mauzas* were inconveniently large for the purpose of record and survey; while others were unnecessarily and inconveniently small. In August 1914 the Director of Land Records and Surveys raised the question whether we should subdivide the former, and amalgamate the latter with neighbouring villages, so as to improve the units generally. An attempt was made to carry out this suggestion in the following field season, but it was found—

- (1) That the parties concerned invariably objected. The hearing of these objections took up time.
- (2) The administration and the people had accepted and adopted the existing units. Any changes now made would involve either the adoption of a completely new thana serial or else a patching up of the existing serial that would render the jurisdiction list less clear and intelligible.
- (3) The adoption of a new serial would create confusion in the identification of villages, as there would be two discrepant thana lists and a cross reference would be necessary.
- (4) Finally the adoption of a new serial would involve change in all the records already prepared, and in all the maps. It was agreed then that the proposed amalgamation and subdivision were not practicable in the circumstances.

107. The boundary between Champaran and Nepal is demarcated by stone pillars along the north of the district and along a portion of the east. For the remaining 16 miles on the east the Uria river constitutes the boundary, the agreement being that the mid stream shall be the boundary, so long as the river does not change its course and so long as the changes are gradual. In cases of violent changes the former bed of the river remains the boundary. There is some doubt whether the changes have been sudden or gradual in certain cases. In the present operations we showed on the maps both the old boundary of the village according to the last settlement and the actual course of the river as we found it, an independent survey being made to verify the latter. No attempt was made to enter into disputes. Areas however that had accreted to Champaran by the action of the river were not disputed and were included in the Record, while similarly, areas formerly in Champaran but now cut off by the river and in possession of Nepal were not recorded though they appear in the map unnumbered. The river changes its course from year to year, and no advantage can be derived from investigating the changes further.

108. Mauza Barasankar in thana Dhaka furnishes a typical example of the difficulties in preparing record-of-rights for villages held by joint proprietors. In this case there are three proprietors. Collections of rent are made jointly. Each proprietor keeps his own *jamabandi*. The areas in 2 of the 3 *jamabandis* are based on a *laggi* of  $7\frac{1}{2}$  *haths* of 18 inches each, while in the 3rd *jamabandi* the areas are based on a *laggi* of  $6\frac{3}{4}$  *haths* of 19 inches each. It is quite impossible to give effect to both standards in the Record, and the shorter *laggi* which at the last settlement was decided to be the prevailing one was adopted for the whole village. In many cases a transferee of a *raiya* holding was found to have been recognized and entered in the *Jamabandi* by one proprietor, while the original *raiya* or transferer remained in the papers of the others. Whether the transfer is valid under the circumstances must remain a matter of doubt. But for the purposes of the record the transferee was entered as the *raiya*. In such estates partition is desirable, even though the resulting *Tauzis* may be of small area.

109. The river Gandak forms the western boundary of the Champaran District for nearly 100 miles, and varies its course from year to year across a width of some three to four miles. The villages in this area are very much subject to the ravages of inundation, and the physical configuration of the tract varies from year to year. During the last settlement a complete survey and record was made of the whole area. In the present operations it was decided to survey and record all the land in cultivation, preserving the same village boundaries. A completely new traverse had to be done and the fitting on of the new survey to the old sheets was a matter of great difficulty. The record too went somewhat out of date between *khanapuri* and attestation, as many plots surveyed in holdings had diluviated before attestation, and a note of the latter had to be made in each case on the *khatians* of the raiyats concerned. The whole of the *Diara* in the Bettiah Subdivision was included in one attestation camp, and from the experience of this area it is sufficiently clear that the preparation of a record-of-rights in *Diaras* is of no practical utility. In the first place over the genuine *Diara* area there was not the faintest vestige of any boundary mark laid down, or any single field or village surveyed, during the original operations, and again even in the present operations in the course of one rainy season about  $\frac{1}{4}$ th of the cultivated area disappeared. The result is that the *khatians* only represent the circumstances of one season, and are not really a record in the proper sense, and cannot possibly be used as the basis of a fair rent settlement. As might be expected in this area, raiyats without rights of occupancy are very common. In the Bettiah *Diara* camp alone holdings were distributed as follows:—

Settled raiyats	...	...	...	...	5,824
Occupancy raiyats	...	...	...	...	2
Non-occupancy raiyats	...	...	...	...	3,834
<i>Diara</i> non-occupancy raiyats	...	...	...	...	3,165

It will be seen that the temporary far exceeds the permanent element. The attestation did not give as much trouble as might be expected, as land being plentiful, there was no kind of competition for it, and the rather vague and indeterminate rights of the cultivators and small tenure holders did not give rise to any serious friction. It does not appear that the *Gandak Diara* is very desirable land. The major portion at present is a sandy waste, and although the river at times, and in places, brings a fairly rich deposit of silt, it is said that after a few years the crop of weeds is so strong and persistent that the land scarcely repays the great trouble of cultivating it. Although in the record we have classed the raiyats of this area in accordance with the legal distinctions, in practice all the tenants are treated alike, and there is no tendency whatsoever to curtail or deny a right of occupancy. In the Gobindganj portion of the *Diara*, for example in mauza Dumaria (No. 202, thana Gobindganj), we met with certain raiyati tenancies that may be best described as *inedudi*. They have no fixity of area, and rents vary from year to year. Rent is realized every year at the rate of Rs. 2 per bigha on the area cultivated in that year by the individual raiyat.

110. District Board roads gave very little trouble. Amins were instructed to show on the maps any encroachments that had been made on the road lands, and these encroachments have all been included in the *khatian* of the District Board, the possession of the encroaching party being merely noted. The Board will thus be in a position to take against the trespassers such steps as may be considered desirable. It was not found in general that encroachments had been considerable, and on the whole the Board does not appear to have lost any considerable area from its road lands. A register for each road, showing the plots in each village belonging to it, and the number of trespassers, was prepared and made over to the Board.

111. The realization of local cess beyond the legal amount was rare, and in such cases the legal amount only was recorded in the *khatians*. Some difficulty, however, was experienced in dealing with the small rent free tenur.



## Schedule II.

Name of Mauza.....

Tauzi Number.....

Thana No.....

Separate Account No.....

Name of Thana.....

Khewat No.....

Serial No.	Kind of income.	Area.	Number.	Annual value.	Remarks.
	Sair (Salt, bones, etc.)	..			
	Mutarfa				
	Kathiari				
	Hat				
	Mela				
	Mines				
	Orchard				
	Timber grove				
	Jangal				
	Jhalkar				
	Bankar				
	Grazing fees				
	Ahars				
	Pokhars				
	Jhils				

## Schedule III.

Name of trees	Annual value.	Remarks.
Am		
Mahua		
Kathal		
Jamun		
Tar		
Khajur		
Imli		
Lichi		
Banskothi		

In Schedule I will be found a statement of the average incidence of cash rents, which cannot in practice be separately specified for different classes of soil. The Revaluation Officer, for information on this subject, will, of course,



consult the *Goshwara*, which gives accurate averages. The Schedule also shows an estimate of the average outturn of rice land and upland. The estimate is arrived at by the Attestation Officer after considering the statement of landlords and tenants and results of crop experiments. The oral testimony was usually worthless, as landlords' representatives overstated, and the raiyats understated the produce. In Schedule II will be found a statement of the actual income derived by the landlords from miscellaneous sources. In Schedule III the Attestation Officer, after general enquiries for each tract, makes an estimate of the annual income derivable from the chief fruit bearing trees, and these values can be applied to the numbers of trees actually given in the record.

It is to be hoped that the information compiled will be of use to the Revaluation Officer, though it cannot claim to be complete. It is estimated that from the great increase in assets since the time of the last settlement the revaluation operations ought to raise the local cess and the income of the District Board by at least Rs. 50,000 per annum.

113. The identity of estates is not a matter of great difficulty in Champaran, in which Estates are few, but nevertheless the existence of discrepant maps and Records may give rise to difficulties in future. The question is of importance where one village contains several *Tauzis*, or parts of several *Tauzis*. It may be said at once that in such cases the Revenue Survey is altogether worthless, as it neither identified estates within *mauzas*, nor had any precise idea as to the definition of an estate. The *thakbast* maps which preceded revenue survey are equally worthless, because they are not to any scale, and are not identifiable with any now existing marks in a district that has changed so much within the last 60 years. We are confronted then with the fact that although estates have been borne on the Collectorate register for more than 100 years they were never identified, except in those cases where Judicial partitions were effected on the basis of maps, until the last settlement. For all practical purposes then the last settlement record is the first authentic account of unpartitioned estates. The practical question with which we were confronted in the Champaran operations was whether the present possession should in all cases be slavishly followed in the preparation of proprietary records, even when this possession was not in accordance with the record of the last settlement. If the two sets of maps and records prepared under Chapter X of the Bengal Tenancy Act do not agree with reference to the identity of Estates we are likely to encounter serious difficulties in subsequent proceedings, relating either to Revenue or to title, or both, as we have two discrepant lines of evidence, each having a statutory presumption of correctness attaching to it. It was decided that, except in cases where the old record was proved or admitted to be wrong, and cases in which partitions had been since effected of lands formerly held jointly by two or more estates, the exact identity of the estates as recorded and mapped in the last operations should be preserved, and that possession should be correctly shown within the *tauzis* thus identified. In Champaran where a proprietor of *Tauzi A* was found to have encroached into *Tauzi B*, the encroached area was preserved in *Tauzi B* and the proprietor of *A* was shown under *B* as a tenure-holder liable to rent. Apart from the general question of the preservation of estates the correctness of this method of entry is open to question, and further consideration of the matter in the Saran operations led to the entry of such encroaching parties in the proprietary *khewat* of the correct *tauzis*. It is argued that these entries will create disputes and litigation, and that as a matter of public policy it would be better to record estates exactly as they are found. In view however of the universal tendency of the parties to accept, and to abide by, the old record in all such matters I do not think that this criticism has much real force, and in any case it is very undesirable to accentuate such doubts as may exist as to the identity of estates.

114. Care has been taken to prevent the increase of revenue-free estates and rent-free tenures, and for each village after attestation a statement was prepared in which the areas of each such estate and tenancy at the last settlement and in the present operations were compared, and all differences, especially increases, were carefully investigated. Thus it is

Revenue-free Estates and Rent-free tenures and holdings.

often discovered that [petty] rent-free tenants had endeavoured to extend the rent-free area by including with it rent-paying lands which they held also. When discrepancies were discovered they were at once brought to the notice of the parties, who were required to explain them away. Thus time was saved. In the Gobindganj Diara area many *brits* were found to have disappeared through the ravages of the river Gandak, and the *britdars* took possession, instead, of such neighbouring *Diara* lands as they could obtain. These new acquired lands were held *de-facto* rent-free but *de-jure* liable to rent, and the agents of the Bettiah Estate properly made claims under the latter head. As a matter of equity the *britdars* should be given an equivalent area of the new lands rent free to replace the diluviated area, on condition of their not subsequently claiming the latter on its reformation. The estate merely wishes to prevent increases of rent free area, and can afford to be generous to this extent to its ancient tenure-holders. The difficulty of the *britdar's* position in *Diara* areas is that when his original tenancy diluviates he is unable to identify it subsequently, and, on its emergency from the river, it is usually settled as rent-paying land with raiyats of the village. Thus the *britdar* has no opportunity except during settlement proceedings of ever claiming his tenancy again. I quite agree that the Raj was right in claiming the lands now held as liable to assessment, but I also think that as a matter of policy and fairness it would be well to replace such genuine *brits* as have been lost.

115. In the original operations in North Bihar it was found that a considerable number of the estates, though entered in Register D, were not identified on the ground, and could not be located either from the Settlement Records or from the *mauzawar* register C. Although, from the limited number of estates in the district, the subject was of less importance in Champaran than elsewhere, the Collector was asked in December 1914 to furnish a statement of such estates as were not identified. Thirteen estates were listed, and investigations were made in regard to them during the operations. Seven of the estates belong to the Bettiah Estate, and the Estate Office was able to give considerable help in regard to these. For the others the registered proprietors were summoned and questioned, and such information as was available in the Collectorate was scrutinized. The following table will show the result of the investigations:—

Tauzi No.	Name of Mahal.	Identified as—	Thana.	Thana No.	Remarks.
103	Gardahia ...	Mauza Gardahia ...	Bettiah ...	397	Under water at last Settlement.
618	Madhopur Bahurwa.	Madhopur <sup>wrf</sup> Danditala.	Motihari ...	40	Wrongly recorded under Tauzi No. 614 in last Settlement.
666	Mathia	Mauza Mathia ...	Bettiah ...	141	The 8 Tazis though in this village could not be identified separately.
670	Mathia Erazi				
678	Manjalkarwake Mathia.				
600	Machhaha Talke Tengrahja.				
681	Barwa ...	Mauza Rampur Tengrahia.	Gopalganj district Saran.	601	
1014	Char Pucharis ...	Mauza Barwa ...	Snikarpur ...	340	
		Mauza Pucharis	Gobindganj ...	198	A T. S. Estate relinquished to Bettiah Estate under Board's order No. 7641, dated the 10th December 1905. Alluvial.
631	Madhopur ...	Mauza Madhopur Kousal.	Madhuban ...	174	
616	Bariaria ...	Mauza Eariaria ...	Gobindganj ...	171	
640	Majra Chandhi Asthan.	Mauza Sangrampur.	Gobindganj ...		
918	Shahpur ...	Mauza Chakia ...	Gobindganj ...	...	Wrongly small amated with Tauzi No. 886 in last Settlement.
1197	Diara char Pucharis.	...	Gobindganj ...	...	Not now borne on the Revenue Roll or Tauzi Ledger.

With regard to Tauzi No. 1197 the recorded proprietor states that he has been dispossessed by the Bettiah Estate, the land being included within Tauzi No. 886. The estate is not borne on the Tauzi Ledger of the Collectorate, and a further enquiry should be made as presumably no revenue is being paid.

116. Objections against recorded entries were numerous, as might be expected from the keen interest displayed by the parties at every stage of the operations. The figures are :—

Year.	Number of objections.	Allowed.	Percentage.	Disallowed.	Percentage.
1914-15 ...	16,255	4,493	27	11,762	73
1915-16 ...	26,198	9,769	37	16,429	63
Total ...	42,453	14,262	33	28,191	67

The number of objections allowed is large. While it is certain that the Revenue Officers who heard these cases did their work carefully, it must not be assumed that the high percentage allowed is due to faulty attestation. Many of the decisions under section 103 (A) were based on compromises subsequent to attestation, many are mere corrections of technical errors in the record, and a large number were based on claims not advanced at any previous stage. An analysis of the figures of 1915-16 has revealed the fact that if objections under these heads are excluded the percentage allowed is reduced to 23. The experience of 20 years has taught all parties the use and value of the record, and proceedings in revision are subjected to a critical scrutiny that is quite unknown in original settlements. The chief subjects of objections were possession, the amounts of money rent, trees, and the legality of the indigo enhancements. The latter were attacked again on a general scale, but, beyond a re-scrutiny of the facts in accordance with the principles already described, no considerable changes were made. In the meanwhile the law officers of Government had been consulted on the whole question, and the views of the department have been generally approved. It is in general inadvisable that officers deciding cases under this Section should reopen the whole question of attested entries on the merits. It is true that new evidence may be produced which was not available when the record was attested, and that compromises may be arrived at between the parties, and that obvious mistakes may be detected and pointed out. While full consideration should be given to these cases, it is certain that an Objection Officer, who has no previous experience of the area, can never hope to obtain the accurate knowledge of agrarian economy that the attestation officer must acquire by the very nature of his work, and he is not therefore in such a strong position to ascertain the true facts in disputed cases.

#### OFFICE WORK.

117. It is not necessary to describe here the various technical processes to which maps and records are subjected before final publication. The maps are scrutinized, to see that all changes necessitated by orders passed have been given effect to, and that they are ready for final printing. The number necessary, both for administrative purposes and for distribution to landlords and tenants, is calculated. The records are checked with the dispute lists and order lists. Omissions are supplied, and corrections made where necessary. Obvious mistakes or inconsistencies are removed, after consulting the parties where this is necessary. The records are then fair copied, three copies being prepared, one of which, the Collectorate copy, is finally published and regarded as the original record-of-rights, and the remaining two copies are distributed, while costs are being recovered from the landlords and tenants. The fair copies are compared with the working copy, and are then ready for publication. The progress of this work was seriously hampered by the insufficiency and inexperience of the subordinate staff available, and the greatest difficulty was experienced in

obtaining copyists capable of writing records either clearly or correctly. In this stage as throughout the operations the main difficulty of the Champaran Settlement was in obtaining correct technical, as distinct from judicial, work, and such defects as may emerge in the records are entirely due to this cause.

#### FINAL PUBLICATION.

118. The progress of final publication appears from the following statement :—

1915-16.

The whole of Bettiah Subdivision excluding the Diara portions of thanas Bagaha and Bettiah.

1916-17.

The remainder of Bettiah Subdivision, and the whole of the Sadr Subdivision.

These proceedings are purely formal. Records are read out at fixed centres by Kanungos in the presence of Revenue Officers, and in the presence of such parties as care to attend, notices having previously issued to the landlords and tenants. The parties take extremely little interest in the publication, and the officer is useful mainly for local enquiries in connection with matters that are in doubt and have been marked for further investigation. The actual certificates of final publication, from the date of which the statutory limitation under sections 105 and 106 runs are signed subsequently at headquarters, lists of villages with the dates of signature being exhibited at the headoffice.

119. The question of revising the Thana Maps and Lists of the district was considered at an early stage of the operations. When the suggestion for amalgamation and subdivision of the existing villages was dropped, the necessity for this revision was not so clear, but an examination of the existing records showed that the lists required reprinting and correction, and that the maps required amplification. Three defects were found in the existing lists :—

- (1) There were numerous inaccuracies in the names and spelling of villages, which were corrected during revision operations.
- (2) In a number of cases the areas were wrongly shown.
- (3) Since the original lists were prepared 33 mauzas have been transferred from thana Bagaha to thana Bettiah, and 10 mauzas from thana Bagaha to thana Shikarpur. New numbers and thana names had to be inserted in all the maps of these mauzas and corrections had to be made in the lists accordingly. New lists were prepared for all the thanas of the district, and sent to the Director of Land Records for reprint.

With regard to the Thana maps, it was found that the standard sheets had already given effect to the changes of jurisdiction, and that, the village units remaining the same, no immediate correction was necessary. These maps are out of date in one respect, that is, they do not show such new features as have come into existence in recent years, viz., the Tribeni Canal and the new railway extensions. It was decided that for the present no reissue was necessary, and that these additional features could be incorporated in the maps when the next edition is issued by the Bihar and Orissa Drawing Office. As there is some confusion about the nomenclature of lists, it may be well to state briefly the position. The office of the Boundary Commissioner was created in the year 1853 with the object of adjusting and defining the boundaries of the various civil and criminal jurisdictions in the Lower Provinces as then constituted. Under the supervision of that officer the lists of survey villages or mauzas were prepared thana by thana for [all districts in which there had been a revenue survey. These are known as the Boundary Commissioner's lists. They became obsolete owing to changes of jurisdiction, and are now replaced by either Jurisdiction Lists or Thana Lists. Jurisdiction Lists were prepared in 1903 by a Special Officer, Mr. Rowland Chandra, for 18 districts including 7

districts of this Province, viz., Gaya, Muzaffarpur, Champaran, Saran, Shahabad, Cuttack, and Puri. In the remaining districts the Boundary Commissioner's Lists have been superseded by Thana Lists prepared by the Settlement Department. In the case of Champaran we have merely revised the Jurisdiction Lists, the order and arrangement of which have been maintained.

## CHAPTER VII.

### RECOVERY OF COSTS.

1. Apportionment and recovery of cost.

120. The total gross costs of the actual

	Rs.	a.	p.
operations were	10,18,898	11	2
To this amount we must add—			
Costs of maps for distribution	11,750	0	0
Cost of maintenance of boundary marks, at Re. 1 per square mile.	3,255	4	0
Grand total	10,72,893	15	2

In order to arrive at the net costs recoverable, deductions are made on account of receipts. The total area of Government and temporarily settled estates (for which land revenue was not settled) is only 1.98 square miles, and this may be neglected. The total receipts amounted to Rs. 2,54,752-12-3. Thus the total net costs were Rs. 8,19,141-2-11. This total gives a rate of Rs. 251 per square mile, or Re. 0-6-3 per acre. It was decided before the revision commenced that the whole costs should be borne by the landlords, and tenants, the only contribution of Government being the loss of interest on all the money advanced for the operations, calculated from the date of expenditure in each case to the date of recovery. There being nothing in the geography or agrarian economy of the district that would justify the imposition of differential rates for separate areas, it was decided to apply a uniform rate. I proposed that the Re. 0-6-3 should be apportioned as follows:—

Landlord's share	Re. 0-3-6	}	Per acre.
Raiyat's share	Re. 0-2-9		

The Collector agreed. The Officiating Member of the Board of Revenue was at first disposed to doubt the equity of this distribution, and consulted the Commissioner, who in return consulted the Manager of the Bettiah Estate who was the landlord most concerned. The Commissioner and the Manager were of opinion that the landlord's share should not exceed one-half. They were under the erroneous impression that the proposals were an innovation, and that landlords were being specially penalized for such irregularities as were found in the district. The Director of Land Records and Surveys cleared up this misapprehension and pointed out that in all Bihar operations the landlord has paid a higher share of the costs than the raiyat, and that the present case was not in any way a departure from the normal. The Board and Government accepted this view, and the proposals were sanctioned in Notification No. <sup>99018</sup><sub>8-165</sub>, dated the 25th October 1916. The apportionment order followed the usual lines.

The Bettiah Estate agreed to pay the whole of the landlord's share for those thikadars who were holding over from year to year pending a re-consideration of the terms and conditions of their leases. The *mukarraridars* were for all purposes treated as proprietors.

Recovery operations were undertaken for the Bettiah Subdivision in the cold weather of 1916-17, the Camp being under the control of Babu Radha Mohan Patnaik. In 1917-18 two Camps under Babu Vindeshwari Saran Sinha and Babu Bhuvaneshwari Saran Varma were sent out. Consolidated demands were furnished to the bigger landlords who generally paid up in a lump sum. The field operations were mainly concerned with recovery from

raiya. The following figures will show the progress of the collections :—

	Rs.	a.	p.
1916-17	8,41,476	9	9
1917-18	2,93,691	10	6
1918-19	97,939	12	3
April to September 1919	88,378	6	8
Total up to date	8,21,456	7	3
<hr/>			
The recoverable demand was	8,21,632	4	3
Which was arrived at as follows :—			
Demand according to recovery proposals	8,19,141	2	11
Add for Boundary marks at Rs. 3-12-0 per square mile	8,944	13	0
Total	8,28,085	14	11
<hr/>			
Total completed demand	8,29,207	13	3
<hr/>			
Deduct for Kaiser Hind, Railway land, etc.	7,575	9	0
Net recoverable demand	8,21,632	4	3

The outstanding balance is only Rs. 145-13-0.

It was necessary to suspend recovery in the area covered by *sharab* *beshi* and the Champaran Agrarian Act, as the khattians could not be distributed until rents were readjusted in accordance with the special legislation. So far as the raiyats were concerned, the collection of the demand presented no difficulties whatsoever; but the big landlords, owing to the agitated state of the district at the time, and the consequent withholding of rents by the raiyats, found it difficult to pay up, the Bettiah Estate in particular having to default in large sums for two years in succession.

121. As the equity of the apportionment of these costs has been questioned, I propose to deal with the history of this matter, and the considerations that are taken into account in framing proposals for this purpose. When at the beginning of the original Bihar operations the question of apportionment arose, the Director of Land Records and Surveys and the Board of Revenue proposed that Government should bear only the cost of the traverse survey, which was estimated at Rs. 40 per square mile, or one anna an acre, and that the remainder should be paid  $\frac{2}{3}$  by the landlord and  $\frac{1}{3}$  by the raiyats. The Government of Bengal, while apparently accepting the proposals so far as they related to Government, were of opinion that the landlord and the raiyat should pay in equal shares. They observed that the raiyats derive considerable benefit from the operations, and that this circumstance should be taken into account. The Secretary of State, however, decided that in all the circumstances the State should bear  $\frac{1}{4}$ th of the costs, while the remainder should be borne by the landlords and the raiyats in the proportion of  $\frac{1}{10}$ ths and  $\frac{4}{10}$ ths respectively. The law provides that the parties shall defray the whole or part of the expenses in such proportions as the Local Government, having regard to all the circumstances, may determine, and the Lieutenant-Governor in Council has thus the fullest discretion in determining what the shares shall be. No rigid rule was adhered to in determining such contributions in the original operations in

North Bihar. The following is the statement of the proportions borne by landlords and tenants in those operations: —

			Landlord's share.	Raiyat's share.
Champaran	...	...	5½ annas.	2½ annas.
Muzaffarpur	...	...	5½ "	2½ "
Darbhanga	...	...	4½ "	3 "
Saran	...	...	4½ "	3½ "
North Bhagalpur	...	...	3½ "	2½ "
Surajpur (Purnea)	...	...	7 "	4 "

It will be seen that the landlords of Champaran have been treated leniently in comparison with those in other areas. The usual considerations for determining apportionment are:—(1) the benefits derived by the parties from the settlement, and (2) the accepted principle that the party who renders the operations necessary should bear the greater portion of the costs. So far as these operations are concerned, their chief effect on the economy of the district has been a general raising of rents. The rise in the prices of staple food crops since the last settlement gave the landlords a claim to an enhancement from 3 to 4 annas on the rupee. Enhancements were applied for on more than 40 per cent of the holdings, and the general rate allowed was 3 annas in the rupee. It is estimated that proprietors and tenure-holders will recover the assessed costs in less than 5 years from enhancements alone. It must be remembered that enhancements to this extent are neither legally allowable nor possible by contract, and that such enhancements on a large scale are not practicable so far as the civil court is concerned. These operations then furnish the only existing agency for the periodic adjustment of rent that the landlords demand under the law. The position of the landlord is singularly privileged as compared with that of the raiyat. The latter is liable to contribute to his rent receiver a large portion of the increment due to the advance in prices; the former appropriates his share of the increment but pays no extra revenue to the State, except in road cess. The raiyat derives no material advantage from the operations except an up-to-date title deed. The causation of the operations is not an equally important consideration in the present case. It is the fixed policy of the Government of India that the record-of-rights should be either continuously maintained or periodically revised; so that revisions will occur in automatic rotation without any particular faults of commission or omission on the part of either landlords or tenants. In Champaran the agrarian problems that confronted the administration for the previous 10 years rendered the preparation of a new record-of-rights a matter of urgent necessity, and it is not necessary to allot, in this part of the report, the blame between landlord and tenant. A third consideration which is of local importance is that of sums already levied in respect of land records. The levy of a cess called *Farkawan* has been universal over the district. The incidence of this cess is ordinarily 6 pies on every rupee of rent. It goes to the Patwari, and is taken from the raiyat either by the Patwari himself, or by the landlord, who pays it to him in turn. I have calculated that in *Farkawan* alone the raiyats have paid since the last settlement more than 5 times the total costs demanded from them in the present operations. On the whole I do not think that in this case the apportionment is in any sense inequitable. The main objection to settlement costs from the landlord's point of view is the heavy demand at one time. This I have found by experience to be a real difficulty, and in certain circumstances it may constitute a hardship. There is much to be said in favour of a small annual cess recoverable with rent, and under the same procedure as road cess, to meet settlement charges, if it can be assumed that the present policy of revisions is to be followed in future. The advantage of such a cess would be that the small annual charges would not be felt by the parties concerned. The disadvantage is the necessity of keeping separate accounts and the trouble of calculating infinitesimal charges on small holdings. In the case of the latter, however, the charge might well be biennial or triennial.

122. I now come to a consideration of the expense of revision as compared with the original settlement. The following Original Settlement and Revision costs compared. are the comparative figures :—

	Last Settlement.	Revision.
	Rs.	Rs.
Total gross costs ...	10,14,080	10,18,888
Net costs ...	9,14,655	8,19,141
Recoverable..	7,85,487	8,19,141

In comparing the gross costs, the new items of maps and boundary stones which were not included in the original operations, have been omitted. The gross cost is nearly the same as in the last settlement, while the net cost is much less in the revision. The reason for this difference is that the receipts from court-fees and copying fees are now much greater. With regard to the figures for the original settlement I have adopted those finally accepted by the Accountant-General, which are somewhat different from those in the Final Report. It was originally anticipated that the revision could be done much more cheaply than the original settlement. The anticipated costs for Champaran were pitched at Rs. 6,77,000, which, with the greatest possible economy, is an impossible figure, being based on insufficient calculations of expenditure in the 3rd and 4th years. It may be added that wherever conditions are similar to those in Champaran, there is an essential fallacy in the theory that revision should cost less than original settlement. It is conceded that in this district neither the minimum cost nor the maximum efficiency has been attained, as a start had to be made with a completely new system and a very imperfect subordinate staff. It is clear that, if we are to preserve the same standard, all the stages of revision subsequent to *khanapuri* must be as costly as the corresponding stages in the original settlement, and in practice will be more costly. The only real saving in revision is the absence of a traverse survey, which represents about Rs. 35 per square mile. All estimates based on areas are fallacious, as no payments are made on the basis of area, all calculations being on the number of fields. The number of fields tends to increase as time goes on, for reasons that have already been stated. In Champaran we have dealt with nearly 7 lakhs of fields more than in the original record, and this item alone accounts for an expenditure, proportionately calculated, of over Rs. 1,70,000. The following figures show the incidence of costs in the various North Bihar operations on the basis of the number of plots :—

	Cost per 100 plots.
	Rs. A. P.
Champaran (original) ...	33 9 6
Muzaffarpur ...	26 0 0
Darbhanga ...	29 0 0
Bharalpur ...	42 0 0
Saran ...	26 0 0
North Monghyr ...	42 0 0
Purnea... ..	51 0 0
Champaran (Revision) ...	29 12 0

Economies are possible in the utilization of existing buildings, the avoiding of new construction so far as possible, the maintaining of reasonably large programmes and a really efficient staff. I have already suggested in official



correspondence that steps should be taken to bespeak in good time before the start of operations in each District such buildings, public or private, as may be available.

## CHAPTER VIII

### CASE WORK.

123. The judicial work subsequent to final publication was of unprecedented proportions, mainly owing to the almost universal claim to enhancements of rents by landlords under section 105 of the Bengal Tenancy Act. In the Appendices will be found complete statements of the results of cases under the various sections. In this Chapter I propose to discuss at some length the important principles that came under scrutiny, and the method in which they were treated.

124. Applications were made for the settlement of fair rents on 2,07,220 tenancies, or nearly 40 per cent of the tenancies in the district. When we exclude from consideration the large number of holdings affected by *sharah beshi*, the percentage is much higher. Two main claims were made:—(1) for enhancements under section 30, and (2) for the assessment of excess area under section 52. The total result of these cases may be summarised as follows:—

	Rs.
Tenancies in suit	2,07,220
Existing rent	7,01,199
Rent settled	15,63,845
Increase	12 per cent.

Section 30 details four grounds on which the rents of occupancy raiyats can be enhanced by a Court. Of these three may be left out of account, as claims were not made on the ground that the productive powers of the land had been increased either by fluvial action or at the landlord's expense, and claims on the ground that raiyats were paying rents below the prevailing rate failed for very obvious reasons. To the application of the prevailing rate theory it is essential (1) that there should be in the area and holdings in question recognized classes of soils, and (2) that there should be recognized rates of rent appertaining to those classes. It would appear from very old papers of Zamindars that at some remote period there existed a somewhat vague distinction of soils and rates, but these are now of merely historical interest, as within living memory this system has not been in practice, and in any case the preparation of the original record-of-rights, which did not recognize classes of soils, or make any mention of rates, was fatal to the continuance or the revival of any such method of assessment. At present such rates as are found in *jamabandis* have no connection with classes of soils, but are merely the calculated average incidence of the total lump rent of the holding obtained by dividing the sum by the area. This ground, therefore, was not seriously pressed.

Section 31-A provides a different and artificial prevailing rate, and in fact propounds the novel axiom that the fact that a tenant without sufficient reason pays a lower rate than his fellows, is a just cause for enhancement. Under this section the prevailing rate may be paid only by a single field in a whole village. This Section is not in force in any of the Bihar districts. The consideration of its extension was recently raised by a non-official Member in the Provincial Legislative Council but the matter has not been pursued. The fact is that the application of even this definition of prevailing

rate is subject to almost insuperable difficulties in Bihar, as lup rentals are now practically universal, and the application of the Section would require, just as Section 31 does, the determination of classes of soil. In the cases before the Revenue Officers the claim based on prevailing rate was never seriously urged, and was in fact made only as a matter of form.

125. The question of enhancement on the ground of rise in prices gave rise to extensive discussion both in Court and outside. The position is this : Section 30 (b) states as a ground of enhancement that there has been a rise in the average local prices of staple food-crops during the currency of the present rent. Section 32, in describing how enhancements on this ground should be calculated, prescribes an arithmetical formula by which the average prices for two decennial periods are compared, and enhancements are fixed at  $\frac{1}{3}$ rd. of the difference between the earlier and the latter periods. The Court may substitute shorter periods where it is not practicable to adopt the decennial periods. Section 35 provides that notwithstanding anything in the foregoing Sections the Court shall not in any case decree any enhancement which is under the circumstances of the case unfair or inequitable. In accordance with the law, lists were prepared of the average prices of staple food-crops for the 10 years 1906-16 and for the preceding 10 years 1896-1906. The application of section 32 would justify a claim of a 4 anna 6 pies enhancement on each rupee of rent. Rents for the Bettiah Subdivision were undoubtedly low, and *prima facie* the application of this enhancement would not have rendered them inherently unfair. In view, however, of the formidable rise indicated, and the serious disturbance of agrarian economy that would result, the reasons for the enhancement were carefully examined, and a conference was held of all the Revenue Officers concerned, at which the Director of Land Records was present. There were two very important points on which a decision had to be given : (a) what is the minimum period of currency of a rent that justifies enhancement under section 30 (b) ?

(b) Should the full enhancement calculated on the arithmetical formula be allowed ? Both questions are of great economic importance, and can be argued with considerable force from either the landlord's or the tenant's point of view. With regard to (a) the general sense of the Tenancy Law is that a rent of an occupancy raiyat once determined should not be disturbed for 15 years. This is specifically provided in cases where rents have been commuted under section 40, or where rents have been settled under section 105, or 109 C., or where enhancements have been contracted under section 29, but no minimum period has actually been prescribed in connection with section 30 (b) for rents which, though current, have not been dealt with under any of those sections. It seems that under section 32, where evidence for two decennial periods is available, these periods should be considered and not any shorter periods. It does not seem right then in any case that a rent current for not more than 10 years should be enhanced on this ground, because such an enhancement would mean the penalizing of the tenant for a rise that had occurred, or had proceeded, from a period previous to the inception of his tenancy and the fixing of his current rent. This view is strongly supported by the original draft of the Landlord and Tenant Bill drawn up by the Rent Commission. Clause (22) of that Bill, which is the origin of section 30 (b) of the present Act, states as the fourth ground of enhancement "that the prices of produce in the locality at the usual market, as compared with similar prices at the time when the rent was fixed or at any subsequent time, have increased otherwise than by the agency or at the expense of the raiyat and from causes not merely temporary or casual" (page 146, Volume I, Report of the Rent Law Commission, 1830). The general opinion of the officers, with which the Director was disposed to agree, was that no rents current for less than 15 years should be enhanced under section 30 (b). I considered, however, that somewhat lower minimum should be adopted, provided that rent was really current from a period within the preceding decennium, and eventually 12 years was adopted as the minimum period.

(b) The other question was of much greater difficulty. To explain the position a statement of the prices is given in the following table:—

Statement showing Retail Prices of Staple Food-crops in the district of Champaran from 1896 to 1915.

Year	Sadr Subdivision.				Bettiah Subdivision.				Remarks.	
	Upland.		Lowland.		Upland.		Lowland.			
	Maize.		Rice.		Maize.		Rice.			
	Secrs.	Chhataks.	Secrs.	Chhataks.	Secrs.	Chhataks.	Secrs.	Chhataks.		
1	2	3	4	5	6	7	8	9	10	
1896	...	19	15	14	14½	19	7½	15	4	
1897	...	18	1½	10	1½	13	12	10	9½	
1898	...	21	1½	13	8½	24	0	15	5½	
1899	...	21	3	14	4	23	11½	14	15½	
1900	...	18	2½	13	0½	19	14½	14	0½	
1901	...	20	15	12	12½	23	2	13	13½	
1902	...	24	13½	14	2½	26	4½	15	7½	
1903	...	25	14	16	4	28	12	17	8	
1904	...	30	0	16	15½	30	14½	17	4½	
1905	...	20	12	14	11	19	14	14	10	
1906	...	11	15½	9	15½	13	6½	9	15½	
1907	...	13	2½	8	12	13	5	9	4½	
1908	...	11	8	8	3½	12	8½	8	15½	
1909	...	17	1	10	4	16	3	11	6	
1910	...	19	2	13	5	13	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	12	12	10	9	1	

It will be observed that the earlier decennial contains only one abnormal year 1897, while the latter contains six years in which prices were quite abnormally high, the period starting with three years of depression and finishing with three years of depression, with an interval of four years of normal prices in the middle. It will be noticed also that the figures do not indicate on the face of them any gradual or progressive rise, but are subject to very violent fluctuations. The reasons for the abnormal prices were investigated from contemporary literature. The Administration Reports of the Province and the Census Report of 1911 were consulted. It appeared that in 1906 the Bettiah Subdivision was visited with floods and that considerable damage was done to the rice crops, while in 1907 and 1908 the outturn was poor owing to

scanty and unevenly distributed rainfall. It appeared also that from similar causes the years 1913 and 1915 were years of agricultural depression. It was decided that judicial notice could be taken of the Government publications under section 57 of the Evidence Act, and subsequently these documents were duly mentioned in the judgments of the Revenue Officers. The position then briefly was that we were confronted with two decennial periods of which the average prices showed a large difference; that this difference was due to an extraordinary preponderance of abnormal years in the latter period, and that the high prices in these years were due to temporary causes. It seemed then that, so far as the averages for these years were concerned, they were not reliable as indicating the real rise, and that to apply strictly the arithmetical formula would be literally to penalize the agriculturists for the years of scarcity from which they had already suffered. There was an universal agreement therefore that the whole calculated enhancement should not be allowed, and it was suggested and accepted that a sliding scale should be adopted whereby rents should be enhanced according to the length of time for which they had been current.

For rents 12 to 15 years old—12½% (2 annas in the rupee).

For rents 16 to 18 years old—15½% (2½ annas in the rupee).

For rents over 18 years old—11¼% (3 annas in the rupee).

These principles were actually applied and stated by Babu Haridas Roy in a judgment, dated the 2nd September 1916, in case No. 147 of 1916 (mauza Harsari, thana Shikarpur No. 331). Although the scrutiny and classification of the currency of individual rents of tenancies involved great labour, I still consider that the principles adopted were entirely correct and in accordance with equity, and I have no doubt whatsoever, nor has any Revenue Officer who was concerned, that practically all the raiyats of the Bettiah Subdivision would have compromised without hesitation on this basis, and that all the parties concerned would thus have been saved the trouble and expense of the subsequent litigation.

126. The Bettiah Estate strenuously contested our interpretation of the law, and was advised that the wording of section 32 was so imperative as to leave the Revenue Officers no option in granting the full calculated enhancement. It was contended that section 35 of the Act was only meant for individual cases of hardship, such as for instance, the case of a raiyat whose rent was already as high as he could bear, and was not intended to be applied on a general scale in this way. Accordingly appeals were filed to the Special Judge.

127. The actual hearing of enhancement cases began in June 1916 with one Camp, Babu Haridas Roy. It was desired to collect at first all the materials for consideration, to have appeals decided, in order that we might know the attitude of the highest court of appeal before considerable progress was made and that after general principles had been settled we should increase the courts, and extend the operations. Early in June before the case work started, I asked that a Special Judge should be appointed. The appointment was considerably delayed, and in fact no appeal was decided until the latter half of December 1916, when the work was in full swing. The first case which went to the Special Judge was an appeal by the Parsa Factory in respect of a mukarrari village, mauza Gokhula, thana Shikarpur, No. 483. This was a case decided very early, in which the Revenue Officer had not fully stated the principles I have described, and the Special Judge accepted the contention of the landlord on this account, and allowed the full enhancement claimed on all tenancies with a currency of 10 years and upwards. In the case of tenancies with shorter currency he considered that we should decide whether there were grounds for applying the provisions of section 32, and he held that there was no reason for distinguishing between the tenancies with various periods of

currency so far as the question of the rate of enhancement to which the landlord is entitled was concerned. On the 14th January 1917 in letter No. 836-S., I referred the whole question to the Director of Land Records, forwarding copies of the original and appellate judgments, and stating my views on the course to be followed. So far as the period of currency was concerned, I considered that we should follow the decision. The main point at issue, however, was the application of section 35. The Special Judge agreed that the arithmetical rule of section 32 was subject to section 35, but in the case before him he held that the lower court had not shown grounds for the exercise of the discretion vested in it by section 35, and that in the absence of such grounds the full enhancement calculated on the basis of section 32 should be allowed. I was of opinion that our application of the law on this point was correct, and that we need not depart from the application of the principle adopted, to which the Special Judge had agreed, merely because in an individual case he had held that reasons had not been shown for the exercise of an admittedly wide judicial discretion, and I suggested that before altering our decision on this point we should await the Special Judge's ruling in a fully considered case. The Director while generally agreeing with my views replied on 27th March 1917 after consulting the Legal Remembrancer. "You are not legally bound to follow the opinion of the Special Judge, but there is obviously no use in continuing to give decisions which you know he will upset. It is clear, however, that you do not differ from him on any point of law, and that the Special Judge has not yet expressed any final opinion as to the amount of enhancement which might equitably be allowed either in the district generally or in any particular class of cases". At the end of March the Manager of the Bettiah Estate suggested to the Collector that we should withhold further decisions in the enhancement cases until a test case should be decided by the Special Judge. While sympathizing with the Manager's desire to avoid expense and to get a speedy decision, I opposed the suggestion as not feasible. The principal and the heaviest part of the work is the writing of judgments in these cases, and I found, from the experience of one big case, which I heard personally, that the preparation of a judgment took as much as 24 hours. To go on hearing the cases without delivering judgments would thus entail an enormous loss of time, and a consequent heavy expenditure. We proceeded with the cases, following the Special Judge in the matter of length of currency and adhering to our original decisions in other matters. On the 9th April the Bihar Planters' Association addressed a memorial to His Honour the Lieutenant-Governor, asking that the Executive Government should stop the Settlement Officers from exercising their powers and deciding the cases until the hearing of appeals. In consequence of this it was decided to postpone judgment in the pending cases until the Special Judge had given a further decision. Eventually on the 9th May 1917, the Special Judge, having fully considered all the points at issue in a batch of cases of the Bettiah Subdivision decided the general principles to be followed. There were two matters in the memorial of the Association which I consider it necessary to refer to. It is stated that the decision of December of the Special Judge was regarded as a test case. I have shown that even from the words of the decision itself it could not be described in any sense as a test case in the circumstances. It is further stated that hundreds of appeals had to be filed by the landlords at great expense owing to the fact that the local Settlement Officers had ignored the decision of the highest court of appeal. The registers which were referred to showed that only 23 appeals had been filed up to that time by members of the Association, 18 of which came from one landlord alone. It is scarcely necessary to state that we did not ignore any definite decision which the Special Judge had given, though I still consider that the original decisions were more in accordance with equity than any subsequent ones.

The Special Judge's decision.

128. The effect in brief of the Special Judge's test decision was—

- (1) that no enhancement for more than 3 annas in the rupee should be allowed ;

- (2) that all enhancements should be at the 3 anna rate, and not differentiated according to the period of currency;
- (3) that section 32 is clearly subject to section 35.

The Judge clearly stated that if the first appeal were before him he now should decide it differently with reference to the amount of enhancement. The Bettiah Estate was advised that this decision was wrong in law, and the High Court was moved to decide the question. The High Court in January 1918 decided that it had no power to interfere in this case with the discretion of the Special Judge. Meanwhile it was decided that the cases should proceed on the basis of the Special Judge's decision.

129. The next important matter for decision was the question of the assessment of excess areas. Landlords claimed the assessment of the area represented by the difference between their *jamabandis* and the record-of-rights. The correctness of the claim rests on two considerations :—

- (1) Were the *jamabandis* based on measurement?
- (2) Was the standard of measurement the same as in the record-of-rights?

On these claims the decisions of course varied, but the following was the general tendency. Where a comparison of the new and old record-of-rights for the same tenancy showed a substantial increase of area, the latter was assessed to rent. An allowance of 5 per cent was made, in accordance with the practice prescribed in the Survey Manual, to cover differences that were not real but merely due to different results in area extraction. It may be observed that different extractors very rarely get identical results, though the figures must agree within certain limits, and a 5 per cent limit is the working rule. To illustrate the principle it may be stated that the recorded areas in the old and new records will often be found to differ within 5 per cent, when the two maps show the same identical configuration and size of the field. Where holdings had been settled since the last settlement, the question arose whether any measurement was done at the time, or in the alternative whether in the particular zemindari concerned there was a practice of settlement after measurement. In such tenancies the claims generally failed, as it appeared that no measurement papers could be found in the whole Subdivision of Bettiah, and discrepancies in area in the *jamabandis* themselves, and between the *jamabandis* and receipts granted to the raiyats, were fatal to any assertion that such a practice prevailed. The Special Judge upheld the decisions of the Department on this question. Where specific lands had been recorded as liable to assessment rents were of course settled. The problem of excess area has proved a difficulty in practically every settlement in Bihar, and there are certain general considerations in connection with it that it is important to remember. In the first place the areas in a record-of-rights will generally exceed those in *jamabandis* even if the latter be founded on measurement, because zemindari measurements are of a rough and ready description, and do not accurately account for the *merhs* or small embankments between fields, and the corrugations in the shape of fields. They are rough results of the length and breadth of fields, both of which vary. It is necessary then in any case to make an allowance for the more accurate survey measurements, and this is always done when such claims are allowed. Again, the majority of fields are surrounded by other cultivated fields, and it is *prima facie* improbable that the raiyats concerned would allow encroachments. The extensions of fields that actually occur are generally on the borders of waste land, where there is no such resistance to encroachment. Claims to excess are readily advanced by landlords in respect of fields entirely surrounded by cultivation, and this consideration is almost always forgotten. It is a great mistake then to suppose that the rejection of claims of this kind is generally, or even in a large number of instances, due to the insistence on legal technicality as distinguished from facts and equity, and I have no doubt that the decisions in the main are entirely correct.

The statement below shows the alterations of rent made on the ground of increased or decreased areas:

Thana.	Increase under Section 52 (a).	Reduction under section 52 (b).	Net increase.
	Rs.	Rs.	Rs.
Bettiah ... ..	939	1,949	...
Shikarpur ... ..	1,243	376	...
Bagaha ... ..	1,028	906	...
Bettiah Subdivision ... ..	3,211	2,532	679
Adapur ... ..	638	698	...
Motihari ... ..	463	327	...
Gobindganj ... ..	474	142	...
Madhuban ... ..	439	421	...
Dhaka ... ..	835	555	...
Kesaria ... ..	768	371	...
Sadr Subdivision ... ..	3,679	2,515	1,164
District Total ... ..	6,890	5,047	1,843

The net result was thus insignificant.

In order to see whether landlords had actually suffered loss by decisions on this subject, I examined the records of a number of villages. In a fairly typical village Mauza Kharra, Case No. 579 of 1916, claims were made for the assessment of excess areas. They failed. I found that the total *jamabandi* area was 649 bighas, while the total area of the corresponding tenancies in the *khatians* was 642 bighas. It is clear that although excess might exist in individual cases, the application of the law for excess and deficit area to the whole village would result in a reduction of rent, not in an increase.

130. A further question of some importance rose in connection with this subject. Different views are held as to whether a Revenue Officer on the landlord's application for enhancement and assessment of excess area, and without any application from the tenants, can reduce rents for areas found to have decreased. The view adopted was that he could reduce rents in such circumstances. Section 105 provides that on the application of either the landlord or the tenant the Revenue Officer shall settle a fair and equitable rent, and that in settling rents he shall have regard to the rules laid down in this Act for the guidance of the Civil Courts in increasing or reducing rents as the case may be. The wording of the section appears to give him full discretion to apply, when an application is made, such sections as may be applicable, which provide for reductions of rent as well as increases. This view gains support from the decisions of the Special Judge in the Shahabad cases, and, although the opposite view may be defended, the decisions given undoubtedly embodied an equitable principle.

131. Where excess areas have been assessed in the course of enhancement proceedings they have been assessed at the rate of the tenancy as enhanced.

132. In a number of cases the present tenant was found to be the purchaser within recent years of the complete holding of the former tenant, and the question arose as to how far back the currency of the rent should be assumed for the purpose of enhancement. It was decided—

(a) That if the rent of original tenancy had not been enhanced the currency was uninterrupted by the mutation ;

(b) That if the rent had been enhanced at mutation the currency should date from the enhancement. The decision is clearly equitable, but is open to criticism on the ground that the present tenancy, and hence the rent appertaining to it, only dates from the mutation.

Considerable difficulty was experienced in dealing with tenancies that had been altered by additional land and additional rent. The principles adopted in dealing with these cases were as follows: If a new portion had been added to an old tenancy at the same rate, the currency of the old portion was regarded as not affected by the amalgamation, and an enhancement was allowed on the old portion. If a new portion had been current for a sufficiently long time an enhancement was allowed on it too. Similarly where a new portion had been settled at a separate rate, and where there was a bona fide agreement that the additional rent was for this portion, currency was not regarded as affected by the amalgamation so far as the original portion was concerned. But where there had been an obvious enhancement of the rent rate of the whole tenancy owing to an amalgamation, the whole holding and rent as amalgamated were treated, for the purposes of currency, as a new tenancy, from the date of amalgamation. Where there had been a subdivision of a tenancy at the original rate, the currency was allowed to stand as for the original tenancy. Where there had been a subdivision and an enhancement of rate, currency was held to date from the subdivision. The law does not provide specifically for any of those matters, and in applying it the Courts have to be guided by considerations of equity and common sense.

133. A large number of tenancies in the Bettiah Estate was recorded as *kabil lagan*, that is rent-free but liable to rent. The Estate applied for the settlement of fair rents for these tenancies, claiming comparatively high rates in all cases. The Revenue Officers took the average incidence of rent in the villages as the basis of assessment, and allowed from 2 to 4 annas in the rupee over this average on the grounds of the increased value of land and agricultural produce. The Estate appealed, and the Special Judge agreed with the decisions given. The cases were then withdrawn, and rents will be settled presumably either by agreement between the parties, or by proceedings in the Civil Court. The average incidence of rent in a village is the result of agreements between landlord and tenant over a long period, and is influenced by new as well as by old settlements. It is difficult, therefore, to devise any safer or fairer basis of assessment, although from the landlord's point of view the lands could be settled at the present time, by auction or otherwise, at very much higher rates. I think it is a pity that we were not allowed to complete these settlements, as the raiyats are quite likely to assert afterwards that the landlord, failing to obtain what he wanted in the revenue courts, has brought pressure on them to accept rates higher than they were willing to agree to. The following figures give the results of the *kabil lagan* assessments in the district operations:—

Thana.	Number of holdings assessed	Area in acres.	Rent settled.			Average rate per acre.		
			Rs.	a.	p.	Rs.	a.	p.
Bettiah ... ..	645	345.13	789	1	6	2	4	6
Shikarpur ... ..	931	651.03	1,321	2	9	2	0	6
Bagaha ... ..	636	621.93	1,390	14	3	2	3	8
Bettiah Subdivision ...	2,212	1,618.09	3,501	2	6	2	2	7
Adapur ... ..	9	2.07	5	0	0	2	6	9
Motihari ... ..	59	28.96	75	1	3	2	5	9
Gobindganj ... ..	48	20.07	45	14	6	2	4	6
Madhuban ... ..	188	75.83	217	5	6	3	4	7
Dhaka ... ..	532	133.83	377	6	9	2	13	0
Kesaria ... ..	161	40.00	107	15	6	2	10	9
Sadr Subdivision ...	996	300.76	858	11	6	2	13	6
District total ... ..	3,203	1,918.85	4,359	14	0	2	4	3



134. There are in the Bettiah Estate numerous small permanent tenures known as *birid bandobasti*. They originated before the last settlement in the resumption and assessment by the Estate of additional land held rent free without title by rent free tenure-holders or *birildars*. The assessments were deliberately low, usually at the rate of one rupee per bigha. The Estate claimed an enhancement of these rents under section 7 of the Bengal Tenancy Act, and, entirely disregarding the existing rent, claimed an assessment equivalent to the major portion of the assets of the tenure as indicated under section 7(3). A Privy Council ruling (VIII C.W.N., 1) was relied on in support of the application. It is true that in this one case the Privy Council found that the disproportion between rents and assets raised a presumption that the existing rent was not fair and equitable, but it has nowhere been laid down as a general proposition that mere disproportion between rents and assets is in itself a ground for enhancement. It was not attempted to prove in accordance with the law that there was a customary rate for such tenancies, and indeed evidence of this nature would have been quite fatal to the claim for enhancement. In the circumstances the rents, not being fixed for ever, could be enhanced up to such limit as the Courts thought fair and equitable. A Court proceeding under section 105 must presume the existing rent fair and equitable until the contrary is proved. The onus is on the applicant to prove the existing rent not fair and equitable. This could be done, not by proving merely that the assets far exceeded the rent, but by showing that the assets have increased since the existing rent was fixed. This increase could consist of (a) income from newly claimed land, (b) increase of rental from tenants holding under the tenure-holder, and (c) rise in the value of food crops. The last consideration would apply only to land in the direct cultivation of the tenure-holder. This was the view of the law actually adopted, and I think it would be difficult to defend the opposite view. If the proprietor's claims were accepted and tenure rents re-assessed without regard to existing rents, the literal result would be that A could give to B a permanent tenure of 10 acres at a rent of Rs. 10, and subsequently ask the Court to enhance the rent to Rs. 70, because the land yielded an income of Rs. 100, even though this income had continued since B had got the tenure. The statement below shows the result of fair rent settlements for tenures only.

Number of cases.	Number of tenures in suit.	Existing rent.	Rent settled.	Percentage of increase.
		Rs.	Rs.	
171	416	4,838	4,977	2.24

In connection with these *birid bandobasti* tenures it must be said that there was no class of cases in which the interests of the tenants were so badly represented or put before the Courts. The Special Judge has held in some cases that these tenures are *mukarrari*, or held at a fixed rent. I am not aware at present of the particular considerations on which this decision was founded, but in all the evidence put before the Revenue Courts I saw nothing to justify such a finding. There were many *sanads* granting these tenures. They were described as *dowami*, and it was sometimes contended that this was equivalent to *mukarrari*. From the context, however, it seemed perfectly clear that the word merely indicated permanency at a time when short term leases, *raiya* or otherwise, were the custom. Apart from this, however, it is clearly the existing law that if there be a customary rate for such a tenancy the rent can only be enhanced up to the limit of that rate. No attempt was made to prove the customary rate, although there was an abundant evidence that these tenancies were generally settled at a fixed rate of rupee one per bigha, and if this evidence had been put before the Courts the enhancement claims must have failed in the great majority of cases.

135. The Lalsaraya Factory holds a number of villages on a *mukarrari* lease from the Bettiah Estate. After the last settlement it was found that the areas in the record-of-rights were much in excess of the *jamabandi* areas of the raiyats. Indigo was grown by the raiyats for the Factory on the *Tinkathia* system, and in the *sallas* or agreements executed at that time it was stated that rents should not be assessed on the excess area thus discovered so long as the raiyats continued their *Tinkathia* cultivation. In the year before the revision operations commenced, indigo cultivation having stopped, the Factory assessed to rent those excess areas, making an allowance of 3 kathas per bigha for differences in the method of measurement. During the attestation of rents the Revenue Officer found that, as the *jamabandi* areas were founded on measurement, the increased rents were legally payable on tenancies that dated back to the last settlement. In cases where increases had been assessed on tenancies not dating back so far they were disallowed, as there was nothing to show that the raiyat now held more than the area which was settled with him. The Factory again applied for enhancements under section 105, and the Revenue Officer who decided the first cases held that there was no proof that the old *jamabandi* areas were founded on measurement. He therefore disallowed the claim and settled the existing rents. I took up a test case on the subject in respect of village Auhar Shaikh, Thana Bettiah, and went into the evidence for the whole Zamindari. It was found that there had been before the last settlement a general measurement of all these *mukarrari* villages known locally as the *phati ka nap* (so called from *phati*, which is a split bamboo used as a measuring pole), that *khasras* had been prepared showing the length, breadth and areas of all the raiyats' fields, and that the results had been embodied first in *khatians* for all the tenancies, and subsequently in the *jamabandis* of the villages. There was further evidence to the effect that when lands were newly settled they were measured before being entered in the *jamabandis*. The papers, which were carefully analysed, were genuine beyond question and I had no doubt whatsoever that the excess areas shown by comparison of the old *jamabandis* with the last settlement record were genuine. The enhancement claims were therefore allowed so far as the original portion of the rent only was concerned, and the adverse decisions of the Revenue Officer were subsequently revised under section 108.

136. *Tawan* is the name by which is known the lump sums paid by raiyats to indigo landlords for their release from their indigo contracts. In connection with fair rent settlement, a question arose whether enhancements could equitably be allowed in cases where such payments had been made. Where *tawan* had been taken by *thikadars* of the Bettiah Estate from their tenants, it had no connection, presumably, with rent, and there was no *prima facie* reason, why claims to enhancements made by the Estate should be rejected. The enhancements were therefore allowed. As however in equity it seemed to be wrong that raiyats who had paid to their immediate landlords sums equivalent to 20 years' rental of the land under indigo should have enhancements added on at once, the Agrarian Committee recommended, and the Estate decided, not to collect the enhancements in these cases for 7 years. It is more difficult to deal with the case of *tawan* in *mukarrari* villages, as in these the *mukarrari-dar* is the only landlord concerned. It was always well understood that so long as *Tinkathia* indigo was cultivated rents should not be enhanced. If indigo cultivation had been stopped without the taking of any compensation by the landlords the ground would be clear, but where the profits from indigo have been capitalized at the expense of the raiyats it is difficult to see that an enhancement of rents in addition to the compensation is not a violation of the old understanding. It may be observed also that cases were found in which, although indigo was only cultivated on 2 kathas per bigha, the compensation was assessed on 3 kathas. In one series of cases of the Bairia Concern that came before me in revision proceedings under section 105, I considered that in all the circumstances the enhancement should be reduced to two annas in the rupee. I am not aware what the

subsequent history of this has been, and whether appeals have been filed. It is fortunate that in general the rent settlement question was not complicated by considerations of indigo, as the *mukarraridars* in the Sadr Subdivision enhanced the rents themselves under circumstances that have already been described at length.

137. Section 37 of the Bengal Tenancy Act provides that enhancement on the ground of rise in prices cannot be allowed in a suit if within the 15 years next preceding the application the rent of the holding has been enhanced by contract, or enhanced by a court on the grounds of rise of prices or prevailing rate, or commuted under section 40. A number of cases came up for consideration in which the application was in respect of tenancies in which rents had been illegally enhanced within the past 15 years. In these cases the claim was disallowed. The Special Judge upheld the Revenue Officer's decision. It may be argued that section 37 refers only to such previous enhancements as were according to law, but considerations of equity would tend to make the collection of illegal enhancements in the interval equally a bar to further enhancements. There were also cases in which rents which had been the subject of proceedings under section 104 at the last settlement were illegally enhanced within 15 years of that settlement. These enhancements if within two annas in the rupee would apparently become legal if paid for 3 years successively after the period of 15 years has elapsed. In all these cases, although the existing rent was recorded as legally payable, enhancements under section 30 had of course to be refused.

138. The Ramnagar Estate was severely handicapped in fair rent proceedings by the scantiness, or defectiveness of its documentary evidence. It is fortunate that in a number of cases the raiyats compromised on an enhancement of 2 annas in the rupee, as the evidence would scarcely stand scrutiny, and scrutiny is clearly necessary wherever claims are contested, and even sometimes in uncontested cases also. The Estate experienced the greatest difficulty in getting *jamabandis* and collection papers from its *thikadars*, and the defects and discrepancies in the *jamabandis* themselves, and the general carelessness with which records had been kept rendered the proof of currency of rents very difficult indeed. Also rents were found to have been considerably tampered with since the last settlement, and such alterations were of course fatal to enhancement claims.

139. In 1908 Mr. Chapman as Legal Remembrancer of Bengal gave the opinion that in an application under section 105, the applicant cannot depart from the record-of-rights which is the basis of his plaint, and cannot raise issues challenging the record under section 105. It was the opinion of the Legal Remembrancer and the Director of Land Records and Surveys, and has been the opinion of many Revenue Officers since that time, that in cases where an applicant wishes to challenge the record he should at the same time file a suit under section 103, and that his application for enhancement should be decided after the suit. The Calcutta High Court, however, in the case of Upendra Nath Ghose *versus* Jamini Mohan Pal, XVIII C.W.N., 268, decided that plaintiff in a section 105 case can impugn the correctness of the record, which becomes an issue to be tried and decided under section 105(A). The Director of Land Records and Surveys, in his letter No. 777, dated the 17th April 1916, communicated the Board's orders that the question should again be raised on the next opportunity with a view to obtain a clear decision from the Patna High Court, and that opportunity should be taken in the North Bihar Settlement to raise the issue. As, however, in view of the Privy Council ruling in the case of Puttu Lal *versus* Musammat Parbati Kuer, XIX C.W.N., 847, we were precluded from disregarding the High Court ruling, it was not possible during these operations to have the question further discussed, and accordingly plaintiffs were allowed to raise such issues. So far as policy and administrative convenience are concerned there can be no doubt that the view adopted by the High Court is the best possible one, so long as Government are allowed to realize the proper court-fees in respect of such

issues. If in such cases a plaintiff wishes to impugn the correctness of the record, and is compelled to await the result of a suit simultaneously filed under section 106, the decision of the section 105 case is delayed. Let us assume that it is decided immediately after the suit. If an appeal is filed against the decision under section 106, and the decision is reversed either in first appeal or in second, an impossible position is created, as the decision under section 105 rests on entries or findings that have been successfully challenged. If, on the other hand, the application under section 105 is held over till all possible appeals under section 106 have been disposed of, we reach an administrative *impasse*, as the Special Judge's decisions are generally, and the High Court's decisions always, given after the Settlement Officers have left the district. In this view the Board of Revenue have recommended with reference to the amendment of the Bengal Tenancy Act that all such matters or issues as are relevant to the settlement of a fair rent should be decided in the same proceeding. As to the interpretation of the existing law I do not feel competent to discuss the merits of the two points in view. Much can be said for both, and in any case the question will presumably be set at rest when the Act is amended at an early date. A second question arose out of section 105 A from certain decisions of the Revenue Officers with which I entirely disagreed. In a number of cases the landlord filed an application for the assessment of fair rent on homestead land that had been recorded as *belagan* or rent-free. The defendants did not put in an appearance, and the Revenue Officer, acting on the literal wording of the definition of issue, held that the issue as to the correctness of the records did not arise, as the assertion of incorrectness by the plaintiff was not traversed or denied by the defendants. It is clear that this is on the face of it an unreasonable interpretation of the section, as, if we accept it, defendants could always defeat claims in such cases by merely not appearing. The view I expressed, which was finally adopted, is that "issues" in this section mean questions for decision.

*The meaning of belagan.*

140. In this connection it may be observed that there is much misunderstanding as to the meaning of the word *belagan* in the records. The landlords, on the strength of a ruling of the Calcutta High Court, asserted that the word simply indicates that no rent is paid, but does not connote any freedom or exemption from liability to rent. The ruling in question referred to a definite case, and is not meant to interpret the word wherever it may appear. In the Champaran operations, as in all recent Bihar operations, a clear distinction has been made between two classes of tenancies: (a) *belagan*, rent-free and (b) *kabil lagan*, i. e., rent-free but liable to rent. The full expression in this case would be *belagan kabil lagan*, and this expression is actually used in the Chota Nagpur records. The word *belagan* has been used in this settlement to describe only tenancies that are exempt from rent either by contract or by custom, and it is to be hoped that the misunderstanding as to the meaning of the term will not continue.

141. For the Sadr Subdivision as the applications were filed one year after those of Bettiah, the two decades chosen for comparison were 1897 to 1906 and 1907 to 1916. The full enhancement calculated according to section 32 would have been three annas six pies in the rupee. The circumstances were similar to those in Bettiah, and the same principles were applied. It was decided to grant an uniform enhancement of three annas in the rupee on the ground of rise in prices, and this has not been seriously disputed. Claims based on alleged excess area and on prevailing rate failed in general. It may be mentioned that here, as in Bettiah, the enhancement claims were carelessly framed, and varied from four annas eight pies to six annas in the rupee. Apparently the persons responsible for the plaints did not know how to calculate averages from the price lists.

142. Although 6,231 suits under section 106 were filed in respect of entries in the record-of-rights, these cases gave very little trouble, and generally failed, as the parties were not able to challenge successfully the entries that had

been made after full consideration. The following figures will shew the results of these cases :—

Thana.	Number of cases.	Allowed.	Disallowed.	Withdrawn.
Bikerpur ... ..	1,076	392	575	109
Bagaha ... ..	768	126	537	69
Bettiah ... ..	768	260	436	72
Bettiah Subdivision	2,612	778	1,574	260
Motihari ... ..	725	231	363	81
Adapur ... ..	598	206	253	139
Kesaria ... ..	402	144	169	89
Dhaka ... ..	804	288	352	164
Madhuban ... ..	235	111	103	21
Gobindganj ... ..	85	295	475	95
Sadr Subdivision	3,619	1,325	1,704	590
District Total	6,331	2,103	3,278	850

The main subjects of these cases were possession, rents, status, trees and miscellaneous. I quote the following from a note by Babu Akhauri Gopi Kishore Lal in respect of all the cases decided at Bettiah up to the beginning of May 1918, when I was about to leave the settlement.

“The total number of cases under section 106 disposed of up to date is 1,982. They can be grouped under the following heads :—

Possession	...	...	...	...	...	327
Rent	...	...	...	...	...	892
Status	...	...	...	...	...	165
Title	...	...	...	...	...	82
Trees	...	...	...	...	...	498
Miscellaneous	...	...	...	...	...	68
						<u>1,982</u>

of these 1,484 cases were dismissed and 498 cases were decreed either wholly or in modified form. Of the cases allowed 235 were decreed on compromises, and only 26 after contest. The cases decreed on compromises on admissions of the defendants were mostly relating to bona fide mistakes in the record, which could have been easily avoided if the parties themselves had been a little careful of their own interests when the records were under preparation. From the results of section 106 suits we cannot but say that the records prepared contained but few mistakes. The suits shown under the heading of rent included the suits filed by the Bettiah Raj regarding the alleged *bakshi* land of the Madhubani Factory. The history of these cases is so well-known to the Settlement Officer that we need not say anything about them here. Other suits about rent referred mostly to rents which were cut down as illegal, and for which the landlords filed the suits again. In most of these cases the suits failed. Next in order come the suits about trees. These were mostly filed by the Bettiah Raj claiming half right in trees on occupancy holdings in villages where the officers engaged in preparing the records held that by local custom raiyats were entitled to full rights in the timber of such trees and had prepared the records accordingly. In a few cases the Raj claim succeeded, but in the majority it failed.”

These suits had one important sequel with which it is necessary to deal. In all these cases concerning trees the Special Judge held that in the suits, as according to law the trees belonged to the proprietor of the land, the onus was on the tenant to prove that the general rule of law had been modified or extinguished by custom. In the circumstances of course the tenants failed, and the suits were decreed on appeal. I venture to submit that this decision is contrary to the idea of a record-of-rights. When these records were

being prepared it was perfectly well understood that by law the ownership of trees, even on raiyati holdings, rests with the proprietor so far as the timber is concerned, and the full rights of raiyats in the timber were allowed only in cases where, after a full enquiry and strenuous contest, the raiyats succeeded in proving that they had been in the habit always of appropriating the timber of their *anthrop* trees on their holdings without taking permission, and without any kind of let or hindrance. The fullest opportunities were given to parties, who felt aggrieved, of substantiating claims on objections under section 103A as well as at attestation, and the record as finally framed was not based on any misconception as to the legal rights of the parties, or as to the value of the evidence adduced. Now, the finally published record has by law a presumption of correctness, and when it is challenged subsequently in a suit under section 106 or elsewhere, it would appear sufficiently clear that the onus must lie on the party who challenges it. The decision to which I refer has rendered futile the preparation of the record so far as trees are concerned, and I am not prepared at present to estimate the harm that may be done by the prevalence of such ideas as to onus or the presumption attaching to the record. A precedent of this kind is specially to be deplored, as we have found by experience that in these proceedings the raiyats are either unrepresented, or very badly represented. They are ignorant and careless, and do not think of engaging a pleader until the last moment, and even then are quite incapable of instructing him. There is one other important class of case in which the Special Judge reversed the decisions of the Revenue Officers. I have described in the Chapter on Attestation how rents settled without authority by thikadars or temporary tenure-holders were dealt with. In a number of cases the proprietor revised such settlements, and enhanced the rents of the raiyats by agreement. The Attestation Officers held that as the enhancements were not legal under section 29, they should be disallowed. Suits were filed challenging these decisions, and were disallowed. The Special Judge in appeals 231 to 246, 195 and 196 of 1917 reversed these decisions, and allowed the enhancements on the grounds that when the new rents were settled the proprietors had measured the lands, and that raiyats had agreed to the new rents.

He stated —

“ It may therefore safely be taken that the new measurements taken by the *malik* were fair and accurate and that the rents fixed were reasonable. ”

The view adopted by the Revenue Officers was endorsed by the Board of Revenue. The question of measurement does not really alter the case at all, because in order to justify the new rents on that ground it would be necessary to prove that the previous areas also were founded on measurement, and that there had been an increase of area which was assessed in each case. This was not proved, and the new assessments can only be regarded as enhancements to which, under the accepted views of the Tenancy Law, the proprietor was in no way entitled. I am not aware whether the tenants have filed any further appeal, and in any case it is out of question to hope that they should be adequately represented. Indeed it is very questionable whether a Court of Wards Estate should in these circumstances appeal against a view of the law that has been endorsed by the Board of Revenue.

143. The Masan *pain* of which a history has been given in paragraph 9, was the subject of a spirited contest, which fortunately has been terminated by a compromise. There were four questions for decision ;

- (1) Who should be recorded as proprietor of the *pain* ?
- (2) What were the rights and obligations of the various proprietors ?
- (3) What were the rights or the practice of the villages affected by the *Fain* as to the flow of water and irrigation facilities ?
- (4) What was the position of the raiyats of the villages with reference to irrigation ?

It was early evident that there would be many disputes, and, as the *pain* passes through several camps, I decided to have the whole length attested, and the record made on the spot, by Mr. H. McPherson, Deputy Collector, who, after an elaborate enquiry, and after inspecting the *pain* from start to finish, prepared a record of the rights of all the parties in a continuous form, which is illustrated by a map. The position with which we were confronted was as follows: The *pain* was constructed at Government expense as a famine relief work in 1897. It was kept up by subscriptions of Zemindars between 1899 and 1905. During this period the actual management was done by the District Engineer. This management lapsed in 1906, when subscriptions ceased and quarrels commenced, and since then no person of influence seems to have taken any interest in the *pain* except Fauzdar Debi Prasad Upadhyā, a permanent tenure-holder of numerous villages under the Ramnagar Estate. When the settlement operations began, this *mukarraridar* at first claimed complete proprietorship of the *pain* up to village Narainapur, where it passes under the Tribeni Canal. I will deal with the points in the order in which they are noted above, premising that the cases were contested at every stage from attestation to section 106. Before the enquiry was taken up, all persons who could possibly be affected were given notice and the Collector, the Public Works Department, the Ramnagar and Bettiah Estates, the *mukarraridars* and the raiyats were represented at Mr. McPherson's investigation.

(1) *Proprietorship*.—The proprietorship was claimed formally by Government, and as far as Narainapur by Debi Fauzdar. The claim of Government was clearly untenable. It was stated that as the District Board had the management before and as the *pain* was made as a measure of famine relief, it should now, if possible, be recorded in the name of Government. The land was never acquired by Government, and the District Board merely managed the concern for some years on behalf of those interested, in order to prevent confusion. Since 1907 Government had no connection with the *pain*.

This claim need not further be discussed. The Public Works Department claimed control merely over the head sluice, which was built by that Department, after land for the purpose had been duly acquired under declaration No. L. A.—3887, dated the 24th August 1909, published in the *Calcutta Gazette* of 1st September 1909. After some discussion of this claim the parties agreed to the following being recorded:—

“Water is taken from the Masan river through the head sluice which is the property of the Canal Department. The Canal Department has the right to control the inflow in times of flood, when the Canal property is in any way endangered.”

So much for this claim.

The Fauzdar finding that his claim to absolute proprietorship was contradicted by previous petitions filed by him when arrangements for management were being made, modified his position, and asserted that the *pain* had existed from time immemorial, and that the Faujdars and their predecessors in interest had always exercised exclusive rights and control over the flow of water. It was found that neither part of this position was tenable. The proprietary rights were finally recorded as resting with the proprietors of the villages through which the *pain* flowed, and in the circumstances no other decision was possible.

(2) and (3) Before the Attesting Officer it was clear that up to that time no further definite arrangement, and indeed no arrangement at all, had been made as to the succession of villages and the quantity of water that could be taken, and as to the parties liable for repairs. In the compromise effected under section 106 it was agreed that repairs should be done by the proprietors of the villages, or their permanent tenure-holders, as the case may be. With reference to the order of succession, or what is known in irrigation as *parabandi*, it was agreed that up to Narainapur the Ramnagar Estate and the Fauzdar should take water in alternate weeks for their respective villages.

(4) There remains the question of the rights of raiyats. Up to the period of our operations no definite contracts had been made, and there was no possibility of any custom by which the raiyats were entitled to take the water free. As

the proprietors and the permanent tenure-holders subscribed for the maintenance of the *pain*, and have undertaken its repairs, they are clearly entitled to water rates, and it is hoped that equitable contracts will be made between them and the raiyats benefited. It is further desirable that, if possible, the rates should be applicable to the area irrigated each year, but there may be difficulties in the practical working of this arrangement. It is still more desirable of course that the system should eventually be taken over, and utilized, by the Canal Department.

With reference to the portion of the *pain* south of the Tribeni Canal up to village Mathia, No. 349, Thana Shikarpur, where it ends in the Balor river, very little water reaches here, and as the villages through which the *pain* passes are now irrigated from the Tribeni Canal, the *pain* is very little used and is of no consequence.

144. In the Bettiah Subdivision certain arrangements made between *khanapuri* and attestation had a curious sequel. During *khanapuri* a large area of land formerly held direct by the Sathi Factory as *thikadar* under the Bettiah Estate, was found in the possession of raiyats, and recorded as their holdings. During the summer of 1914 the Factory, with the consent of the Estate management, resettled those lands, which were held on *hunda* or produce rent, at cash rents, taking large *salamis* at the same time. In certain cases the *hunda* raiyats did not agree, and their lands were settled with others. As the dispossession of the non-consenting raiyats was clearly illegal, and could not be given effect to in the record-of-rights, I brought the matter to the notice of the District Officer who consulted the Commissioner. Eventually I was asked to question all the raiyats concerned as to their agreements, and in the presence of the Factory manager I questioned them one by one. Practically all the raiyats agreed to the cash rents settled, and most of those who were dispossessed made no claims. In the circumstances the new raiyats and the new rents were recorded. Such raiyats as objected to being dispossessed were retained in the record with their original *hunda* rents. Subsequently I found that one recusant raiyat Babu Nandan Tewari of Mauza Tumkaria, Thana Bettiah, was kept out of possession. He applied for commutation of this *hunda* rent under section 40. Meanwhile also the Estate filed a suit under section 106, claiming that his name should be expunged from the raiyati record for these lands. The Revenue Officer dismissed the suit, and the Estate applied for revision under section 108. I found that, although the raiyat was undoubtedly out of possession when the suit came up for hearing, he had not been legally dispossessed, either through the operation of limitation or otherwise, when the record was finally published. The question before me then was whether a Revenue Officer acting under section 106 was competent to give effect to transactions affecting the record that took place after final publication, and I decided in the negative. The Special Judge has since revised my decision on the facts. In this case as well as in similar claims under section 108-A, I have noticed a tendency of the parties to claim a record of transactions subsequent to the final framing of the record. It is clear that the function of recording finishes with the final publication, and that the record is presumed to be correct at the time when it is finally published. It is not meant to be a continuous chronicle of transactions for all time, as there is no legal provision for its maintenance. In the proceedings under section 40, the Revenue Officer, on the ground that Babu Nandan Tewari was still, legally speaking, the raiyat of the land, allowed commutation. The Settlement Officer subsequently reversed the order on the ground that the raiyat had been dispossessed, and was barred by limitation from regaining possession.

145. The Madhubani cases have been already described in connection with the attestation of rents. The suits filed by the Bettiah Estate in Mouzas Madhubani, Taulaha and Dumri, challenging the finally published record, failed. I am not aware whether any



appeals have been filed in these cases, but they are not likely to be successful.

146. Section 108 of the Bengal Tenancy Act has been used to an unprecedented extent in these operations. It has already been stated that the cases under section 105 commenced in June 1916,

that the first test appeal was not decided till May 1917, and that a further reference to the High Court was decided in January 1918. In this long interval the landlords, and especially the Bettiah Estate, were faced with the alternatives of either accepting the Revenue Officer's decisions or of filing appeals in all cases until the principles to be adopted had been finally and authoritatively determined. Instead of filing regular appeals, the Bettiah Estate in a very large number of cases put in applications for revision, which were in effect appeals. Now, while appeals have to be filed within one month of the original decision, petitions for revision can be filed at any time within one year, and the revision decisions can again be appealed from. The policy adopted then had the effect in practice of extending the period of appeal, and of increasing the appellate authorities. An incidental effect was to increase very considerably the burden of work that fell to the Settlement Officer, as he was the only person empowered under section 108. It may be argued that the course adopted constitutes an illegitimate use of the section, but I am not prepared to agree. While the multiplication of such applications creates departmental difficulties, they are undoubtedly within the rights of the parties, and if the cases for application are carefully selected there can be no objection. The following are the complete figures of these cases :—

Cases instituted.	Disposed of up to September 1919.	Claims allowed.	Claims disallowed.
617	803	407	396

The large number of successful applications is due to the fact that the section was utilized to give effect to the Special Judges' decision of May 1917 in respect of all cases decided before them in which regular appeals were not filed. The petitions filed were in effect a renewal of the original claims made by the landlord, both as to the tenancies on which enhancements were to be given, and the extent of the enhancements. In deciding them I followed the Special Judge in substituting, where there was no reason to the contrary, uniform enhancements of 3 annas in the rupee under section 30 (b) for differentiated enhancements. Enhancements were allowed on all tenancies of which the rents had a currency of 10 years or upwards, and the claims were not pressed in respect of other cases. The claims for the assessment of excess areas almost always failed. In one important particular I had to revise certain decisions of the Revenue Officers. The landlord, in his claims for an enhancement and alteration of rent, conceded a reduction for tenancies in which there had been an apparent decrease of area. This was logical, and was fair in cases where there were grounds for either increase or decrease of rent on the ground of alteration of area. The genuineness of the case for both decrease and increase would obviously stand upon precisely the same evidence. Now, while rejecting the claims for assessment of increase, certain officers relying on the technicalities of the pleadings allowed the concession of reduction made by the landlord to stand. This was on the face of it unfair, and is, besides, not in accordance with law. A Revenue Officer must always remember that he is settling a fair rent, and must not allow the object in view to be defeated by merely technical considerations. It may be argued that the concession for reduction is an admission, but an admission is not conclusive proof, and in the circumstances must have extremely little force. In general the Revenue Officers' decisions were found to be full and explicit and sound.

147. Although the percentage of the cultivated area of the district held on produce rents is only slightly over 4, 2,081 cases were filed for the commutation of these rents; and some important questions arose for decision. The hearing of appeals has not yet advanced far and I am therefore not in possession of the final results. The District figures are :—

Number of cases disposed of	Number of cases in which commutation was			Commuted.		
	Allowed.	Disallowed.	Withdrawn.	Area in acres.	Rent.	Rate per acre
2,696	2,287	386	23	2,952	Rs. 14,528	Rs. a. p. 5 0 3

The average incidence of the commuted rents exceeds the total average incidence of cash rents in the district, after fair rent settlement, by more than 100 per cent.

The claims were generally allowed. Commutation was not allowed in the following cases :—

- (1) where the applicant either withdrew, or did not pursue, the case ;
- (2) where the application was in respect of part of a holding only ;
- (3) where the applicant was found not to be in possession of the land in question ; and
- (4) where the landlord was a petty tenure-holder whose chief means of livelihood was the income in grain from the land in suit.

Where cases were contested, the general rule adopted was to fix as the rent of the holding the mean between the average cash rate for similar land in the vicinity and the estimated average annual income of the landlord from the produce rent. With regard to the former, as there are no rent rates, properly speaking, it was necessary to adopt the average incidence of rent in the village, which was easily ascertainable from the record-of-rights. With regard to the latter, the evidence was extremely unreliable, as appraisement or division papers of the landlords were either not produced at all, or not genuine, and, except where there had been proceedings under section 69, reliable evidence was not available. In a considerable number of cases the parties compromised, and it is worthy of notice that the average rates fixed in the compromised cases are almost identical with the rates fixed by the Revenue Officers in contested cases. The difficulties of administering section 40 are well-known, but the history of the question is not generally understood. The suggestion that occupancy raiyats holding on produce rents should be entitled to commutation emanated from the Behar Rent Committee, whose recommendations were considered in the discussions that culminated in the Bengal Tenancy Act of 1885. The recommendation of the Behar Rent Committee was that the commutation should be at the cash rates prevalent for similar land, and that the produce actually realized should be considered only when there was no evidence available as to the cash rate. In the Bill drafted by Mr. Reynolds the alternatives were made optional at the discretion of the Court, but it was provided that, where the average produce was taken into account, there should be a 33 per cent reduction from this as an allowance for the risk of the seasons, the effects of which the raiyat would have to bear. Eventually it was provided that the commuting officer should have regard to

- (a) the average money-rent payable by occupancy raiyats for land of a similar description and with similar advantages in the vicinity, and

(b) the average value of the rent actually received by the landlord during the preceding ten years or during any shorter period for which evidence may be available.

We may leave out of account in the present discussion the other factors that are prescribed for consideration, as they did not occur in the Champaran cases. The difficulty of the section is in the fact that while the Revenue Officer is compelled to have regard both to the average money-rent and the average value of the produce, no guiding rule is laid down for determining the relative force of these two considerations. In practice the difficulty is solved by taking the mean between them. In the deciding of such cases officers are much handicapped by the absence or unreliability of evidence as to the average produce realized. The granting of receipts for rent, whether it be in produce or in cash, is a statutory obligation which is very seldom fulfilled by landlords. The North Bihar raiyat does not regard himself as having any right of occupancy in his produce-rented land, and it has not been customary either to demand or to grant receipts for such rent. The best kind of evidence then is seldom or never available, and the papers produced by Patwaris are often prepared *ad hoc*: Crop-cutting experiments are a useful guide to the estimation of produce, but their limitation must be understood. The crop varies in the same land from year to year with the seasons, the rainfall, and the labour expended on it, and in order to obtain average results it would be necessary to make experiments on the same land extending over a number of years. This is not ordinarily possible, and such experiments are usually made for the purposes of the case in hand. There is then the danger that the raiyat knowing the imminence of the proceedings may not cultivate the land properly for the year of the experiment.

148. It was argued by the landlords that there is only one legal method of commuting *manhunda* rents, that is, by

Commutation of *Manhunda* rents.

applying to the fixed rent the average prices extending over the period of ten

years as prescribed in section 40. I may explain that the *manhunda* rent does not vary with the seasons as *batai* rents do, but is a fixed number of maunds which the raiyat has agreed to pay annually, irrespective of the yield, for his land. The landlord's view may best be understood from the following note by the Manager of the Bettiah Estate which I quote:—

"The commutation of produce rent, especially that form of produce rent known as *hunda*, affects the Bettiah Estate so considerably that I have thought it desirable to explain the estate point of view in a short note. In some recent cases *hunda* rent has been treated as on the same footing as ordinary *batai* rent. In my opinion this is unreasonable. *Hunda* rent is to all intents and purposes a fixed rent only differing from money rent in the fact that the denomination used is the principal grain crop of the locality instead of cash, that is to say, the rent varies with the price of the crop, but does not vary in any other way. There is no equitable reason why this rent should be commuted into a money rent. The rent fixed in the staple crop of the district can be dealt with by the raiyat as easily as the money rent. If commutation is allowed, the ordinary principles laid down in section 40, Bengal Tenancy Act, must of course be applied, but it is surely not necessary to introduce the methods made use of by Revenue Officers to reduce the amount of rent in an ordinary *batai* commutation. It is customary there to adopt a method which is not prescribed under the law, and which results almost invariably in a large reduction in the realizable rent, that is to say, a mean is taken between the average money rent payable in the vicinity and the average value of the rent realized by the landlord during the preceding ten years. All that section 40 directs is that the Revenue Officers shall have regard to both these points. The section does not lay down that the commutation is intended as a method of reducing the realizable rent, but it is almost invariably treated as such by Revenue Officers, and when the landlord can prove by reliable papers that he has been realizing a rent of Rs. 12 a bigha, while the average money rent of similar land is Rs. 6, he may think himself fortunate if he gets Rs. 6 after a mean between these two has been struck, and other concessions on account of the vicissitudes of the season, etc., have been allowed to the tenants. A landlord would not object so much to a reduction of his rent under a section of the law which declared that under certain circumstances such reduction might be made, but he does object to the existing law being twisted in favour of the raiyat on every possible occasion. I consider that the reductions effected in landlord's rents by commutation are a source of considerable ill-feeling, and that it would be advisable to lay down more clearly the intention of the Legislature in allowing commutation under this section, that is to say, whether it is intended to find out and fix the existing realizable rent, or to fix a new rent which the

Revenue Officer considers fair and equitable. I consider that *hunda* rent stands on an entirely different footing to ordinary *dasas* commutation. It is to all intents and purposes a rent fixed in the staple crop of the locality, which has almost the same currency as money. In most cases in which *hunda* rent has been accepted it forms only a small proportion of the actual outturn, although it appears to work out at a large rent. In many cases lands settled *hunda* were originally specially good *zerail* or *bakashit* lands, small portions of which were given out to the raiyats in addition to their ordinary money-rent holdings. They have been taken willingly at the rates fixed, and the raiyats in cases I have enquired into admit that they make a good profit. If the alternative is placed before them of giving up their *hunda* land or continuing to pay the fixed produce rent, they will invariably, I believe, elect to pay the *hunda* rent. If they do not, the landlord is quite prepared to take back the land. In such circumstances it seems to me most unreasonable that this rent should be very largely reduced. In Adapur circle which is an extraordinarily rich rice area, there is a great deal of *hunda* rent in addition to the money rent. The total average rent of this area, taking both kinds of rent together, is by no means excessive, and if the capitalised value of the land be taken into account, it still remains a low rent. Admittedly the rent throughout Champaran is very low, and as a consequence the District Board Road cess is ridiculously low, and standard of cultivation does not improve, as no demand is made on the cultivator. It seems to me absurd that section 40 should be made use of to perpetuate these conditions."

I quote another opinion dealing with the strictly legal aspect of the case from the same point of view. This opinion was given by a well-known pleader to a thikadar.

"In the case of a *manhunda* rent there could only be one legal commutation, a calculation of the money value of the grain reserved as rent. This calculation would have to be based on an average lasting ordinarily over several years, but an arbitrary reduction would be quite against law, and I am of opinion that a civil suit could be brought for a declaration, and if need be an order in the nature of a mandamus, that the revenue courts should proceed according to law."

Opposed to this view is that of certain Revenue Officers that the incidence of *manhunda* rents is so enormous, compared with that of cash rents, that the mean between the two gives results too high to be equitable. I am not yet aware of the view the appellate courts have taken, and the subject will eventually no doubt be dealt with judicially by the Board of Revenue. While on the one hand, from the landlord's point of view, such proceedings do undoubtedly amount to a confiscation of a certain portion of his rental, the law embodied in section 40 makes it imperative for the Revenue Officer to have regard to average cash rents as well as to produce, and the mean between the two seems to be the only possible course in the circumstances. There is moreover much to be said for what might be called the raiyat's point of view in these cases. The prevalent rent is a cash rent, and the average pitch of these rents is the result of an infinite number of transactions and contracts between landlord and tenant, extending back for a long period. Under the law these existing rents are presumed to be fair and equitable, and section 24 of the Bengal Tenancy Act prescribes that an occupancy raiyat shall pay rent for his holding at fair and equitable rates. I am unable to accept the general proposition that *hunda* lands are better than cash rented lands, and I do not think that even the most strenuous advocate of the landlord's interest would attempt to establish that the raiyats could afford to pay at *manhunda* rates for all lands in the district. It is a real defect of section 40 that the relative value of the two main considerations prescribed for the determination of rents is not stated, and it is to be hoped that the obscurity attaching to the section will be removed at an early date. Although it is nowhere specifically stated, it was probably the intention of the Legislature that in commutation proceedings raiyats should not be compelled to pay at rates higher than those which the Court considered fair and equitable, and this theory obtains very strong support from the fact already mentioned that compromises arranged between the parties themselves generally resulted in rates of rent almost identical with those fixed by the Revenue Courts in contested cases.

149. The statement below shows the results of cases appealed to the Special Judge. It is perhaps unfortunate that four officers in succession have constituted the highest Court of Appeal in these somewhat specialised cases, and that

Results of Appeals in case work.

decisions in all points have not therefore been uniform. A Settlement officer has usually to deal with cases in more districts than one at the same time, and has thus to follow the lead of several Courts of Appeal, and it is of the utmost importance that some guiding principles in rent settlement cases should be standardised.

Statement showing number of Settlement Appeals instituted, disposed of and pending from 5th August 1916, the date from which settlement appeals began to be instituted, up to 15th September 1919.

Section under which the order of the Lower Court was passed.	For disposal.				No. of appeals decided.	Pending.		No. of appeals decided (column 7) in which the decree of Lower Court was				Remarks.		
	Instituted.		Reversed.			Under 6 months.	Over 6 months.	Upheld.	Modified.	Reversed.	Returned for trial or otherwise.			
	During the month (September 1919).	Up to date (15th).	During the month September 1919.	Up to date 15th September 1919.									Total of columns 3 and 4.	During the month of September 1919.
Section 105	...	58	...	2	58	...	58	...	368	91	128	6		
Section 106	...	834	...	23	857	6	859	1	201	200	20	215	17	
Section 108	4	218	...	...	249	1	74	171	6	91	17	28	...	
Total	4	1,304	...	25	1,329	7	1,109	178	108	669	128	369	23	

It will be seen that out of 1,109 appeals decided under sections 105, 106, 108 of the Bengal Tenancy Act, 589 decisions or 53.10 per cent have been upheld, 128 or 11.6 per cent have been modified, 369 or 33.3 per cent have been reversed and 23 or 2 per cent have been returned for further proceedings.

The figures are not quite fair as an index of the Special Judge's agreement with the judgments of the Revenue Officers, as the majority of the decisions reversed under section 105 were delivered before the test case had been decided, and were in accordance with the principles which had been adopted at the commencement of the rent cases. I understand that the adverse decisions under sections 106 and 108 were mainly on the question of rights in trees regarding which, for reasons already fully explained in paragraph 142, I am not prepared to alter my opinion.

## CHAPTER IX.

### STATISTICS.

150. This chapter will deal with the following six statements compiled during the operations:—

- (1) *Milan Khāra* or abstract of land.
- (2) *Jinswar* or crop statement.
- (3) *Fard Hawala* or agricultural stock statement.
- (4) *Terij Goshwara* or abstract of agricultural holdings.
- (5) Transfer of occupancy rights.
- (6) Transfer of proprietary rights.

Attention will be devoted also to rent, and to the outturn of lands and irrigation, and the light that these several matters throw on agricultural economy.

151. It is unnecessary to enter again into the question of the district area which was dealt with at length in Mr. Stevenson Moore's report. The area for which the statistics have been compiled in the present operations is precisely the same, though the figures obtained by summation of fields are, as might be expected, somewhat different from the figures of 1898.

The statement below compares the figures in acres for the two settlements.

Thana.	Area, last settlement.	Area, present settlement.	Remarks.
Shikarpur ... ..	354,558	353,492	
Bagaha ... ..	396,272	383,151	
Bettiah ... ..	350,139	357,556	
<b>Bettiah Subdivision total ...</b>	<b>1,100,969</b>	<b>1,099,199</b>	
Madhuban ... ..	78,206	79,931	
Adapur ... ..	143,401	145,086	
Dhaka ... ..	214,528	215,351	
Kesaria ... ..	174,849	171,899	
Gobindganj ... ..	182,689	182,626	
Motihari ... ..	185,180	183,662	
<b>Sadr Subdivision total ...</b>	<b>978,816</b>	<b>978,536</b>	
<b>District total ... ..</b>	<b>2,079,815</b>	<b>2,077,735</b>	

The considerable differences in the two sets of areas for Bettiah Subdivision are mainly due to the transfer, since 1898, of 38 villages from Bagaha to Bettiah, and 10 villages from Bagaha to Shikarpur. The other differences are due to inevitable variation in the two series of area extraction, each of which, however, had to agree, within 3 per cent, with the unvarying U. T. areas (with off sets) of the individual village units.

152. The new record-of-rights comprises 3,437,531 plots as against 2,807,976 in the old record, an increase of 22 per cent. The average size of the plot has decreased from 74 acre to 60 acre. These results follow inevitably from transfers and from the pressure of increased population. There is, as we found later in Saran, a limit beyond which the subdivision of fields is uneconomical, and does not proceed, but Champaran district is still far from this stage of development, and the officers of the next revision may expect again an increase of 20 per cent in the fields, and a corresponding fall in their average size. The areas of holdings are much more important, but unfortunately the present system of statistics does not give an accurate account of the facts. What we really require to know is the average size of a raiyat's holding. Under the present system figures are compiled for Khatians, which do not necessarily, or in fact, represent complete holdings. In the first place a raiyat may have produce-rented land in addition to his cash-rented holding. He will therefore get two Khatians. Again he may hold land in 2 villages and for each village he will get a separate Khatian, or set of Khatians. Finally the raiyat may have several "Jamabandis" or the same joint family may have several Jamabandis in different names, for all of which separate Khatians are prepared. The statements based on Khatians therefore do not enable us to measure the property of the raiyat, and I think it would be well in future operations, especially in view of the need for a reliable franchise roll, to prepare in addition to the *Khatian terij*, a *raiyyatwar terij* bringing together for each raiyat, or joint family, the whole of the land held by him or it. It may be urged, and it is conceded, that there are serious difficulties in the carrying

out of this project. The facts remain however, that our present statistics are defective in a most important particular, and that the compilation of such a *terij*, if difficult, is possible.

153. Out of the total area, 2,077,735 acres, of the district, 1,429,859 acres or 69 per cent are cultivated, while 647,875 acres or 31 per cent are uncultivated. These figures of course exclude the 290 square miles of hill and jungle in the north of the district that have not been cadastrally surveyed.

The following statement compares the results of the last and the present settlements:—

				Last settlement.	Present settlement.	Remarks.
Cultivated area	...	...	...	1,447,668	1,429,859	
Percentage	...	...	...	70	69	
Uncultivated area	...	...	...	632,147	647,875	
Percentage	...	...	...	30	31	
Total	...	...	...	2,079,815	2,077,735	

While, for reasons already described, it is not practicable to adopt the nominal difference in cultivated area, i.e., 17,809 acres, as the real decrease in cultivation, the comparison of percentages shows beyond doubt that there has been a real decrease, though it is not considerable. The explanation is simple enough. On the one hand something over 8,000 acres of cultivated land has been acquired since the last settlement for Railways and Canals, and has thus become waste, and on the other hand natural development has been arrested at first by the depression following the famine of 1897 and the set-back in population that it caused, and later by a long period of agrarian trouble which, it is hoped, has now ended. There have been additional causes in the disappointing immigration due to the threatening agrarian outlook, the evil repute of the climate in the thanas where there is most room for expansion, and the lightness of the soil in some of the central thanas.

The figures below compare the percentage of cultivated and uncultivated land in the several thanas in the two settlements:—

Thana.	Cultivated.		Uncultivated.	
	Last settlement.	Present settlement.	Last settlement.	Present settlement.
Shikarpur	69-04	67	30-36	33
Bagaha	50-17	49-50	49-89	5-50
Bettiah	69-44	71	30-53	29
Bettiah subdivision	62-38	63-83	37-62	37-67
Madhuban	80-70	77-50	19-30	22-50
Adapur	85-21	85-14	14-79	14-86
Dhaka	82-90	83-90	17-10	16-10
Kesaria	79-20	76-30	20-30	23-70
Govindganj	70-04	65	29-96	35
Motihari	70-92	69-50	29-08	30-50
Sadar Subdivision	77-74	76	22-26	24

The Bettiah Subdivision, which furnished nearly all the land acquired for Railways and Canals, has maintained its percentage of cultivation, and in fact there has been a decided advance in Bettiah thana. The Sadar Subdivision, with the exception of the Adapur and Dhaka thanas, shows a decided decline.

The uncultivated area.

154. It has been seen already that 647,875 acres or 31 per cent. of the district area is uncultivated.

Out of this 43,065 acres are current fallow, while 384,753 acres more, or 19 per cent., are cultivable. The area of current fallow has declined since the last settlement, while the area available for the expansion of cultivation remains practically the same. Turning to the thanas we find that Bagaha has the enormous proportion of 34 per cent. of its total area available for cultivation. There is similarly room for great expansion in Shikarpur and Bettiah, the available land being mainly either old fallow or cultivable jungle.

155. There is one important consideration however that affects the expansion of cultivation. In parts of the district there is too little waste land left to furnish grazing grounds for village cattle, and the want, is now evidenced by disputes between landlord and tenant on this subject. The Champaran Agrarian Committee noticed the want and recommended that reasonable areas of waste land should be set aside for cattle. The Bettiah Estate has already taken steps on this recommendation, but it is practically certain that other landlords will not see their way to take similar action. In a well regulated agricultural community it is reasonable to suppose that 10 per cent. of the land would be set aside as a grazing ground for cattle. Land suitable for grazing is ordinarily cultivable, and the cultivable area is as we have seen 18 per cent. On this reasoning it would appear that the area available for agricultural expansion, assuming that proper regard is paid to grazing facilities, is not considerable. The facts are however that, except in the Bettiah Estate *Kham* and *Thikadari* villages, the district will tend towards the system prevailing in most parts of North Bihar, by which all cultivable lands are gradually taken up, and cattle are mainly trough-fed. In any case the areas available for cultivation in the Northern thanas are still very considerable, and it is to be hoped that the climate will improve with the advance of the plough.

156. The following statement shows the distribution of area under the three harvests and the proportion irrigated according to the present and last settlements:—

Harvests and irrigation.

Bhadai.		Aghani.		Rabi.		Twice cropped.		Net cropped area.	Irrigated percentage.	Remarks.
Area in acres.	Percentage of net cropped area.	Area in acres.	Percentage of net cropped area.	Area in acres.	Percentage of net cropped area.	Area in acres.	Percentage of net cropped area.			
603,727	46	587,088	41	790,022	55	661,887	47	1,439,859	9	Present settlement.
664,437	46	556,279	38	799,023	55	572,070	39	1,447,608	3	Last settlement.

The increased area under *aghani* crops and twice cropped is due to a large extent to the increased facilities for irrigation. The large figure for *rabi* requires a word of explanation, as it is deceptive. The *rabi* cultivation in Shikarpur and Bagaha, and to a less extent in Bettiah, is very careless and unproductive, as seeds are cast in the growing *dhan* and left without any further care to grow up a sparse crop when the *dhan* is removed. The crop experiments made illustrate this, as the *rabi* results in those thanas were almost negligible. The irrigated area has increased by about 300 per cent. since the last settlement, the present area being 116,117 acres as against 27,829 acres. The figure 116,117 acres however does not give a complete idea of the irrigation system, as it covers only the area found irrigated by artificial means during the survey, which took place in a year of exceptionally favourable rainfall. I have already shown in paragraph 9 that the canal system now commands, and can irrigate, 306,800 acres, so that in reality 21 per cent. of the net cropped area is entirely protected, or 52 per cent. of the area under *aghani*, which is the main crop to be protected.



157. The fewness of wells in Champaran is striking. There are only 16,426 in the district, the Bettiah Sub-division having only 5,537. The reason of course is the abundance of water available from other sources, lakes, rivers and *jhils*.

Wells.

#### THE CROPS.

158. The officially recognized staple food crops of the district are rice and maize, the fluctuating values of which have been considered in a previous chapter. The area under rice has increased since 1898, the figures being—  
Last settlement—782,661 acres or 54 per cent. of net cropped area.

Rice.

Present settlement—858,631 acres or 60 per cent.

The increase is due to the extension of irrigation. Rice is the chief crop of the district, and it is now so protected that a serious famine is impossible.

159. After rice the chief crops of the autumn harvest are maize, which covers 159,984 acres or 11 per cent. of the net cropped area, and *Kodo*, which accounts for 119,681 acres or 8 per cent. The corresponding percentages at the last settlement were 8.28 and 7.75, so that there has been an increase here also. Indigo has practically disappeared, for causes that have been described already.

*Bhadai* crops.

160. In the winter harvest again rice is the chief crop, accounting for 514,995 out of 589,088 acres. The only others that need mention are miscellaneous food crops (mainly *alua* and *suthni*) 23,638 acres, oil-seeds 17,103 acres, and sugarcane 19,688 acres, of which the growing importance has been noticed in the first part of this report.

*Aghani* crops.

161. The total area under the spring harvest is 796,922 acres a figure which, for reasons already stated, is somewhat misleading. In this harvest there is a much more even distribution among the crops. The most important figures are :—

*Rabi* crops.

Barley	...	...	...	...	167,335	acres.
<i>Haldi</i>	...	...	...	...	113,780	"
Wheat	...	...	...	...	107,182	"
Linseed	...	...	...	...	95,576	"
<i>Arhar</i>	...	...	...	...	66,457	"
Gram	...	...	...	...	61,934	"

The chief food crops of this harvest are barley and wheat. The percentages of the net cropped area under those in the two settlements are compared below:—

			Last settlement.		Present settlement.
Barley	...	...	14.79	...	11.70
Wheat	...	...	7.27	...	7.40

The differences do not call for any detailed investigation. Both crops are grown under precisely the same conditions, and are often mixed in the same field. The importance of the *arhar* crop is that it grows and thrives on very little cultivation, and under adverse conditions. It must be said however that in general the Champaran cultivator puts very little effort into his *rabi* cultivation, and gets a correspondingly small outturn, except in the manured *goenra* lands surrounding the homestead. This inferior cultivation was especially marked in comparison with the very careful and productive tillage of the Saran District. Excluding the cultivation of the Factories, the *rabi* outturn of the former district does not average much more than half the yield of the latter.

162. The railway system has opened out the export trade of the district, and as might be expected, the chief articles of export correspond to the crops under expanding cultivation. At the last settlement rice occupied 54 per cent. of the net cropped area. It now occupies 60 per cent. and constitutes 37 per

Production and export.

cent. of the exports from the district according to the figures for 1900 to 1910. Oil-seeds in 1898 occupied 6.50 per cent. of the net cropped area. They now occupy 14 per cent. and account for 34 per cent. of exports.

163. There are two methods of ascertaining the outturn of cultivated lands—by enquiry from the parties, and by experimental crops cutting. Both methods were employed. The first method is of very little practical value, as the raiyat is a confirmed pessimist, distrusts the enquiry, and invariably understates the produce. The crop-cutting method is useful so far as it goes, but has important limitations. What we want to ascertain is the average yield of the land. The experiment gives an estimate of the yield for one year only, and the estimate of average yield based on it must depend on the individual discretion of the experimenting officer, who has to judge what proportion the crop cut bears to a normal crop: Again for many reasons, the field may not have been properly cultivated in the year of the experiment, although climatic conditions may be favourable. Experiments if carried out in the same plots over a series of years would doubtless give very reliable data, but repeated cuttings are not possible in the short time during which the Settlement staff is employed in a district.

The figures of the experiments made in each thana and the results for the

Results of crop experiments.

• chief crops are tabulated below :—

Serial No.	Thana.	Number of villages in which experiments were made.	Average yield per acre in maunds.									
			Paddy.		Wheat.	Barley.	Linseed.	Matar.	Gram.	Rahar.	Kodo.	
			Aghanl.	Bhadal.								
1	Dagaha ...	28	25	...	40	8	1½	...	...	1½	...	
2	Bettiah ...	61	18	...	4½	6½	8	11	8½	7	10½	
3	Shikarpur ...	67	24	...	5½	6	...	5	6½	...	...	
4	Adapur ...	25	14½	10	5½	5½	...	6½	...	...	...	
5	Gobindgunj ...	27	24	...	2½	8	...	2½	...	...	...	
6	Kesaria ...	29	17½	...	5½	30	...	...	...	...	...	
7	Madhuban ...	30	16	...	6	6½	...	...	...	...	...	
8	Motihari ...	27	16½	...	6	6½	...	7½	...	...	...	
9	Dhaka ...	63	14½	11	4½	5½	...	2½	4½	...	...	

Before proceeding to analyse these results it is necessary to explain that in the experiments of the Bettiah Subdivision (season 1914-15) the 'triangle' method was employed while for the Sadr Subdivision in the following year we reverted for the most part to the one-tenth acre method. The former method consists in the use of a wooden triangle equivalent to  $\frac{1}{1,600}$  acre, which is set down on various parts of a field, the portion of the crop falling within the sides being cut, dried, and weighed, and the results being worked out in terms of acres. Premising that a majority of the officers employed were inexperienced, I must say that this method is dangerous, and cannot be trusted to give accurate results. It must be remembered that it is very possible to make a mistake in setting up the triangle, that it is difficult to choose such small areas to show the average condition of a field, that *ars* or field ridges are not included, an arbitrary correction being made for these, and finally that the wrong placing of a single stalk inside or outside the triangle makes a difference of 1,600 times the weight of the stalk in the acre result. I found also that in equally good land the  $\frac{1}{10}$ th acre method gave constantly lower results. On the whole experience of the season 1914-15 it was decided that the triangle results for the northern rice field were optimistic, and some of the very large outturns were entirely rejected for statistical purposes. The experiments made in the Adapur and Dhaka rice country by the  $\frac{1}{10}$ th acre method in 1915-16, an equally good year, are, in my estimation, much nearer the truth.

104. It will be interesting to compare with our results those of the Canal Crop-cutting experiments of Canal Department. Department.

Thana.	Year.	Number of experiments in		Average yield in maunds per acre.	
		Irrigated land.	Unirrigated land.	Paddy.	Rabi.
		Acres.	Acres.	Maunds.	Maunds.
Bagaha ...	1915-16 ...	10	9	25½	...
	1916-17 ...	13	14	23½	...
	1917-18 ...	9	5	21½	...
Shikarpur ...	1915-16 ...	10	18	23½	...
	1916-17 ...	8	7	25½	...
	1917-18 ...	14	10	22½	...
Dhaka ...	1914-15 ...	6	6	20	9
	1915-16 ...	6	6	21½	11½
	1916-17 ...	5	6	18½	5½
			6	26½	12½
			8	16½	7½

These experiments were made in the areas commanded by the Tribeni, Dhaka and Teur canals, and may be compared with our experiments in respect of *aghani* paddy. I believe that the results of the Canal Department are always higher than those of the experiments of the Settlement Department, as they are confined to the areas affected directly or indirectly by canal irrigation, and do not go so far afield. Owing to the limitations of the experiments themselves it is not possible to formulate from them any very precise conclusions, and indeed the determination of agricultural outturns constitutes one of the most difficult problems of land administration in this country. From the whole body of experimental data available and from the enquiries made and experience gained during the operations I would adopt the following normal averages as a standard for general statistical purposes:—

Thana.	Average normal yield in maunds per acre.		
	Bhadra.	Aghani.	Rabi.
Bagaha ...	10	18	8
Shikarpur ...	10	18	8
Bettish ...	10	15	6
Adapur ...	10	15	6
Gobindganj ...	8	10	5
Kesaria ...	8	15	5
Madhuban ...	8	15	5
Motihari ...	8	15	5
Dhaka ...	10	15	6

The higher average for *aghani* in Shikarpur and Bagaha is due to the large area canal irrigated, while the lower average in Gobindganj is due to the frequent damage done by floods.

105 As the figures for stock compiled in the last settlement were not in the same form, a complete comparison with them is not practicable, but there is sufficient evidence to shew increased agricultural prosperity. The total numbers of cattle of all sorts enumerated in the

Agricultural stock.

last settlement was 966,136. In the recent operations the figures were 1,139,039 i.e., an increase of 18 per cent. The figures cannot pretend to be complete, as considerable numbers of cattle graze in the jungle and hill areas of thanas Shikarpur and Bagaha which were outside the scope of the enquiry. Draught cattle number 297,130 as against 282,336 enumerated in the last settlement, giving an average of 91 to the square mile and 133 to the cultivated square mile. Ploughs number 117,418 or 52 per square mile of cultivated area. The following comparative statement of strictly agricultural stock will be of interest:—

	Number of draught cattle.		Number of ploughs.	
	Total.	Per cultivated square mile.	Total.	Per cultivated square mile.
Last settlement ... ..	282,336	125	103,412	46
Present settlement ... ..	297,130	133	117,418	52

The figures show a distinct advance. It remains only to compare the figures for live-stock of all kinds in relation to population.

	Total cattle.	Cattle per 100 of population.
Last settlement ... ..	966,136	52
Present settlement ... ..	1,139,039	59

166. The unoccupied area is comprised in the Kaiser-i-Hind (Government) and *gairmazrua khatis*. The occupied area is 76 per cent. of the total, and comprises all the cultivated land, with such fallow or orchards as are included in holdings.

The occupied area has increased by 1 per cent. since the last settlement, though the net cultivated area has declined. This would indicate that in spite of the inevitable increase of unoccupied land due to the extension of railways and canals the area included in holdings, and hence the area immediately available for production is greater than before. The three great factors of economic progress that have been revealed in this report are the greater occupied area, the increased provision for irrigation and protection, and the extension of communications and export facilities.

167. The following statement compares the important figures for the last and present settlement.

Status.	Last settlement.			Present settlement.		
	Number of tenancies.	Area in acres.	Percentage of area to total occupied area.	Number of tenancies.	Area in acres.	Percentage of area to total occupied area.
Zirat ... ..	409	4,881	30	323	4,692	30
Bakasht malik ... ..	1,952	31,331	2	2,605	24,361	1.55
Bakasht of Tenure holders	9,399	117,066	7.50	12,819	84,092	5.35
Raiyats at fixed rents or rates	3,214	26,803	2	2,993	18,876	1.25
Settled or occupancy raiyats.	836,149	1,255,967	85	466,129	1,358,382	86.90
Non-occupancy raiyats	25,296	98,624	3.10	25,370	52,054	3.35
Rent-free holders ... ..	14,140	84,227	2.10	19,378	20,589	1.30

In general there has been a tendency for land to pass from the possession of landlords into the holdings of raiyats, the process being helped by the decline of indigo which was formerly the chief crop cultivated by the landlords. At the same time fixed rent and fixed rate raiyats and rent-free holders have been losing ground. In a small number of cases the *Sharahmuaiyan* or fixed rate status recorded at the last settlement was proved to be wrong, and in these cases the status of 'settled raiyat' was substituted. In other cases the status had been lost by transfer, or subdivision, or amalgamation, and consequent re-assessment. The very considerable reduction in the rent-free area is due partly to the decline of temporary *jagirs*, partly to the reversion to the landlord of numerous *birits* or grants, and in a very few cases to rent-free entries of the last settlement being successfully contested. There has been an increase in the non-occupancy area, which is mainly *diara*, but this does not call for any particular comment, as the position of the raiyat on the whole is stronger than before. The Kaiser-i-Hind area has grown from 9,578 acres to 22,305 acres owing to the extension of roads, railways and canals. Though under-raiyats, with the exception of those few who have occupancy rights, are an unimportant class, the figures of the area held by them show that subletting has been on the increase.

Number of Shikmi tenancies.				Area in acres.		
				Cash-rented.	Produce-rented.	Total.
Last settlement	...	...	29,003	11,450	21,577	33,027
Present settlement	...	...	36,571	12,905	31,908	44,813

The average size of the *Shikmi* holding, something over one acre, is practically the same as at the last settlement. In striking contrast to their attitude towards their occupancy lands, cultivators displayed remarkable indifference about the *Shikmi* tenancies held by them, and in almost the majority of cases had given them up before the record was finally published. The subletting in any case is temporary, and for the raiyat's convenience, and there was an additional reason in that the under-raiyats thought they would be charged costs for these tenancies in which they had no permanent interest.

168. In dealing with rents it is proposed to describe first the rents legally payable, as the settlement officers found and attested them, and then the rents after completion of the proceedings under section 105 of the Bengal Tenancy Act. The total attested rental of the district works out as follows :—

	Rs.
Cash rent ... ..	29,28,428
Produce-rented area 66,304 acres at Rs. 6 per acre ...	3,97,824
Total rental	33,26,252

The corresponding figures at the last settlement were

	Rs.
Cash rent ... ..	24,63,426
Produce-rented area 69,336 acres at Rs. 6 per acre ...	4,16,016
Total rental	28,79,442

Before undertaking fair rent settlements then we found that the district cash rental had increased by nearly 20 per cent., that the produce rent area had somewhat diminished and that the total rental had advanced by 15 per cent.

169. The following statement will show the comparative incidence of cash rent rates on the various classes of riyati interests now and twenty years ago :—

The attested rates.

	Fixed rates.			Settled and occupancy.			Non-occupancy.			Total.		
	Area.	Rent.	Rate.	Area.	Rent.	Rate.	Area.	Rent.	Rate.	Area.	Rent.	Rate.
East settlement...	26,808	30,632	1 2 3	1,253,007	2,361,260	1 14 1	89,024	69,539	1 12 10	1,321,294	2,463,420	1 13 9
Present settlement	18,876	24,031	1 4 4	1,298,184	2,305,408	2 2 6	48,099	98,000	2 2 7	1,362,997	2,928,428	2 2 5

Although there is an increased incidence all round, the tendency to enhance has undoubtedly been restrained by the old record, and the advance of rents has been less than at any previous period. The pitch of rents is still remarkably low as the soil is for the most part very fertile and well protected, and with better cultivation should yield a far larger outturn than at present.

170. The following statement compares the rent rates of the Bihar districts :—

District.	Average incidence of cash rent per acre.
Patna	7 7 7
Gaya	5 15 11
Shahabad	4 0 11
Bhagalpur	2 10 5
North Monghyr	2 15 0
South Monghyr	3 8 2
Purnea	1 13 11
Muzaffarpur	3 13 5
Saran	4 5 4
Darbhanga	3 12 4
Champanan*	2 2 5

\*as attested.

171. The area held on produce rent is 66,304 acres, which is 4.6 per cent of the total rented area or area held by riyats. There has been a slight fall in the produce-rented area since the last settlement, and the commutation cases now proceeding, with those completed by the Settlement Department, will still further reduce the area by about 3,000 acres. As in the last Settlement, Bettiah (13,453 acres), Shikarpur (10,363 acres) and Motihari (9,861 acres) thanas are the chief contributors to this area, while it is worthy of note that there has been a decline in Adapur, where there were reasons to fear that the system might extend.

Systems of produce rent.

172. The following are the produce rent systems found in the district :—

*Batai nisf*, the commonest system, is the division of the crop in equal shares between landlord and tenant.

*Batai tikuli*, which is rare, is a division of the crop by which the tenant gets two-thirds and the landlord one-third.

*Kankut nisf*, also common, is division half and half by appraisement. It is the same as the *danabandi nisf* of South Bihar.

It is important to remember that in all divisions of crops the net produce and not the gross produce is divided, and that the riyat invariably takes the straw. The net produce is what remains after certain deductions for labour, etc., have been made. The details are noted in each case in the record. The

usual payment in kind for reaping and threshing the crop in Champaran is one bundle in eight. *Hunda* requires a fuller explanation. In its original form, *manhunda*, it means a rent of a fixed number of maunds to be paid irrespective of the yield of the land. Common rates in North Champaran are 15—20 maunds a bigha (1½ to 2 acres). The practice arose of paying in cash instead of grain, Re. 1 per maund being the conversion rate commonly adopted. A common *hunda* rent in Bettiah subdivision is Rs. 20 per bigha. The lands let out on *hunda* rents are often *khas* land, which the landlord is not in a position to cultivate for a particular year. The *hunda* settlements are understood by the parties to be purely temporary arrangements, and to convey no permanent rights. This is in fact the conception that prevails with regard to all produce rents. At the present time therefore a *hunda* settlement means generally a temporary letting of lands on a very high cash rent. The raiyat, if he is a settled raiyat, has occupancy rights in such land by law. In practice he is a tenant at will. In the record *hunda* rents have been attested as cash rents if the original agreement was in terms of cash only without reference to any quantity of grain. If the settlement was on the basis of a number of maunds, converted or otherwise, the rent is shown as a produce rent. It need scarcely be said that settlement officers in general endorse Mr. Stevenson Moore's opinion that "the system is rigid, oppressive, and very unpopular". A considerable number of the commutation cases filed applied to *hunda* rents.

173. The case work under sections 105 and 40 of the Bengal Tenancy Act has already been dealt with, and it is now proposed to discuss merely the effect of these cases on the district rental. The following figures briefly summarise the position :—

	Rs.
Attested cash rental	29,28,428
Addition under sections 105 and 112, Bengal Tenancy Act	1,64,646
Commuted under section 40	14,923
Resultant total cash rent	31,07,897
Rate of incidence per acre on raiyati area	2-4-0

The produce-rented area being reduced by 2,952 acres for which commutation has been affected, the total rental of the district will now work out as follows :—

	Rs.
Cash rental	31,07,897
Produce-rented area 63,352 acres at Rs. 6 per acre	3,80,112
Total rental	34,88,009

These figures cannot be regarded as final as they are affected by appeals and revision cases, but it can be assumed with absolute certainty that the totals will not be lower than I have stated, as the general result of appeals so far has been an addition to the rents settled.

174. The total result then of contractual and judicial proceedings since 1898 is that the cash rental of the district has increased by 26 per cent and the general incidence of rent has advanced from Rs. 1-13-9 to Rs. 2-4-0 per acre while at the same time there has been a decline in the produce-rented area, an increase in the cash-rented area, and a considerable transference of land from the *Khas* cultivation of landlords to the holdings of raiyats.

175. There is no district in Bihar in which the landlords are in a stronger position with reference to the control of transfers, and indeed the right of an occupancy raiyat to transfer his holding without the landlord's consent is seldom asserted, and has never been proved. The statement in Appendix VI is for all the sales of occupancy holdings, whole or part, made with or without the landlord's consent in the last ten years, while Appendix VII contains for the same period the usufructuary mortgages of all lands, whether of landlord or raiyat.

The figures are as complete as such statements can be, although they do not include sales for which mutation has been effected in the landlord's rent roll, or simple mortgages (*makful*), or usufructuary mortgages that have been redeemed.

176. There have been 31,125 sales comprising 40,733 acres, the amount paid being Rs. 32,38,466 and the average rate Rs. 78-8-0 per acre. The area sold is 2 per cent of the area held by raiyats with occupancy rights. The rates are, as might be expected, higher in the Sadar thana in the Bettiah subdivision, and highest in thanas Dhaka, Rs. 142-7-0 per acre and Adapur Rs. 116 per acre. The transferees are distributed as follows in proportion to the number of sales to each class :—

To landlords	...	...	...	1.3 per cent.
To lawyers	...	...	...	1.5 per cent.
To money-lenders	...	...	...	46.2 per cent.
To raiyats	...	...	...	51 per cent.

The number of vendors now holding as under-raiyats of the transferees is 1,146 but as the figure is entirely for Shikarpur thana, I doubt very much whether it can be accepted, and do not propose to discuss it.

The last settlement statistics were, for reasons stated in paragraph 512 of Mr. Stovenson Moore's report, not quite complete, and the value of comparison is therefore reduced, but the following figures are of interest :—

—	Number of sales.	Area sold.	Price paid.	Rate per acre.
Last settlement ...	4,393	10,608	Rs. 3,59,279	Rs. A. P. 34 0 0
Present settlement ...	31,125	40,733	32,38,466	79 8 0

177. There have been usufructuary mortgages covering 104,552 acres, the amount advanced being Rs. 83,75,054 and the average rate per acre Rs. 80. The important figures for both settlements are compared in the statement below :—

—	Areas mortgaged.	Amount advanced.	Rate per acre.
Last settlement ...	25,235	Rs. 10,79,712	Rs. A. P. 42 12 7
Present settlement ...	104,552	83,75,054	80 0 0

The mortgagees are distributed as follows :—

Landlords	...	...	...	8 per cent.
Lawyers and those in service	...	...	...	2 „
Money-lenders	...	...	...	58 „
Raiyats	...	...	...	32 „

Taking the complete figures for sales, and so much of the mortgage figures as related to raiyats, we find that in 10 years 121,978 acres or 8 per cent of the area held by raiyats, have been transferred. I may state that this percentage was confirmed by the cases of individual villages examined during the operations.



Deductions from transfer figures.

178. The chief conclusions that follow from the transfer figures are :—

- (i) that transfers are four times as prevalent as 20 years ago. This need not be emphasised, as the old figures are incomplete;
- (ii) that the market value of land has gone up nearly 100 per cent. This may be accepted ;
- (iii) that mortgages fetch more than sales. The reasons have been stated so often that I need not repeat them ;
- (iv) that a very large proportion of the transferred land goes to money-lenders. This is a somewhat disquieting fact, which it is proposed to examine further. It is not possible to say with certainty from the figures available whether the tendency of land to pass to money-lenders is on the increase, as the statements of the last and present settlements are not in the same form. In the last settlement the figures of transferees refer to the number of sales to each class and not to the area transferred to each class. In the present operations the transferee figures for sales refer to the number of sales, while for the mortgages they refer to the area transferred. So far as they can be compared however the figures do suggest that the influence of the money-lender is growing. In the 1898 figures 40 per cent of all transfers were made to money-lenders. In the new statements 46 per cent of the number of sales, and 58 per cent of the area mortgaged, have gone to that class. I do not share the opinion that the growing influence of the money-lender is an imminent danger in Champaran. The raiyat must have credit, and until the Co-operative movement provides a substitute, he must borrow from the money-lender on the only security he has. There is no ground for supposing that money-lenders are permanently acquiring raiyati land on a comprehensive scale, or that the vast majority of the raiyats are not *bona fide* cultivators. It is suggested, however, that the placing of a time limit on usufructuary mortgages, as in Chota Nagpur, would be a wholesome reform, as it would protect the tenant from expropriation, without seriously impairing his credit.

179. Transfers of proprietary right are necessarily unimportant in a district comprised almost entirely in three large

Proprietary transfers.

estates. The figures show that in the last decade there were 114 such sales covering 10,970 acres, the purchase money being Rs. 5,56,953 or Rs. 50 per acre. The share of the land revenue represented by the area transferred is shown as Rs. 12,722 but this may be rejected, as I have never yet met a *peshkar* who knows how to apportion the revenue for the purpose of this statement. It is significant that the rate per acre has in this instance also gone up by 100 per cent since 1898. The sale rate represents the average rent capitalised at 20 to 25 years purchase.

#### ACKNOWLEDGMENTS.

180. In Appendix XV will be found a list of the officers who have worked in the Champaran Revision Settlement. Seventy-one officers have at one time or other helped in these operations, and to all of them I tender grateful acknowledgment of the help they have given. Of the Covenanted Assistants, Mr. Saunders, who succeeded me as Settlement Officer, did an immense amount of hard work and did it very well. Mr. Toplis has worked almost entirely in Saran. Of the Deputy Collectors Babu Pasupati Ghose worked with untiring zeal in the headquarters office, while Babu Akhauri Gopi Kishore Lal, Mr. L. B. Seal and Babu Phaniindra Nath Gupta rendered most valuable service both in attestation and in case work. Mr. H. McPherson and Babu Haridas Ray, each for one season, relieved me of part of the burthen of supervision. Among the Munsifs Maulavi Abdul Aziz did excellently in case work and is a very promising officer. Of the Sub-Deputy Collectors Babu Ramesh Chandra Chakravarty, Babu Bhagaban Mahapatra, Mr. J. F. Gantzer, Pandit Brinchi Jha, Babu Mrigankar Sekhar Mukharji, Babu Ashutosh Sen Gupta, Babu Manoranjan Sinha and Babu Deosagar Sinha deserve honourable mention.

Outside the staff I must tender my acknowledgments to Messrs. Reid and Murphy who held the office of Director of Land Records and Surveys during these operations, and rendered continual advice and assistance. I desire also to record my grateful appreciation of Mr. Whitty's help in placing at our disposal an excellent building of the Bettiah Estate to accommodate our case officers. Lastly it is impossible to estimate the help and support received from Mr. Heycock who was Collector of the district at a most trying period, and gave invaluable advice in the numerous matters of difficulty that were referred to him.

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	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
										<b>APPENDICES.</b>																																																																																									

Name of Thana.	Cropped area.							Current follow.
	Bhadai.	Aghani.	Rebi.	Other cropped area, e.g., mango, tea, pan, plantain, guavas, etc.	Total.	Dajra sil.	Net cropped area.	
1	2	3	4	5	6	7	8	9
	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.
Shikarpur ...	108,392 73	111,657 88	133,577 67	5,764 61	359,392 89	113,673 24	240,717 65	2,400 19
Bagaha ...	76,283 98	92,614 33	95,416 04	8,090 46	267,404 81	77,601 23	189,803 58	5,803 ...
Bettiah ...	137,071 71	86,059 78	145,479 65	9,798 52	378,404 66	123,771 19	254,633 47	6,842 53
<b>Total</b> ...	<b>321,748 42</b>	<b>290,331 99</b>	<b>374,473 36</b>	<b>13,652 59</b>	<b>1,005,902 86</b>	<b>315,047 66</b>	<b>690,855 20</b>	<b>21,110 74</b>
Madhuban ...	25,451 73	27,279 19	36,596 89	2,035 60	91,363 48	29,863 66	61,500 77	1,412 3
Adapur ...	70,099 ...	47,848 28	76,930 81	2,936 12	197,809 21	74,273 ...	123,536 21	736 75
Dhaka ...	90,483 55	73,286 43	117,904 66	5,577 69	287,253 58	106,482 38	180,770 15	2,011 65
Kesaria ...	51,715 39	59,171 97	56,763 26	4,403 75	172,056 37	40,890 96	131,166 41	6,183 63
Gobindganj ...	49,357 64	52,927 40	54,360 43	4,938 30	161,583 77	41,118 28	120,470 49	5,665 49
Metihari ...	53,871 88	88,248 26	79,891 3	4,469 2	178,479 64	49,716 50	128,763 14	6,314 93
<b>Total</b> ...	<b>340,978 66</b>	<b>298,756 53</b>	<b>422,429 28</b>	<b>21,350 43</b>	<b>1,068,544 93</b>	<b>341,859 78</b>	<b>745,703 17</b>	<b>23,576 74</b>
<b>GRAND TOTAL</b> ...	<b>662,727 8</b>	<b>589,088 52</b>	<b>796,927 64</b>	<b>43,009 7</b>	<b>2,091,747 81</b>	<b>661,897 46</b>	<b>1,420,859 85</b>	<b>43,683 48</b>

  

Name of Thana.	Total uncultivated, columns 9, 14 and 18.	Total area, columns 9 and 19.	Irrigated area.	Irrigated area and how irrigated.				
				Irrigated from wells.	Irrigated from Government canals.	Irrigated from private canals.	Irrigated from tanks and abars.	Irrigated from other sources.
1	19	20	21	22	23	24	25	26
	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.
Shikarpur ...	117,774 26	358,491 91	48,481 41	313 30	5,561 08	33,643 54	441 48	3,523 01
Bagaha ...	193,347 85	383,151 41	49,936 33	9 10	29,035 42	15,368 44	303 61	3,219 76
Bettiah ...	102,922 34	357,555 81	600 56	14 96	...	259 16	65 ...	262 44
<b>Total</b> ...	<b>414,044 45</b>	<b>1,039,199 13</b>	<b>94,018 30</b>	<b>337 36</b>	<b>34,596 50</b>	<b>49,270 14</b>	<b>810 09</b>	<b>9,004 21</b>
Madhuban ...	17,831 10	79,930 87	53 60	9 34	...	...	31 26	13 ...
Adapur ...	21,548 87	145,085 08	6,975 01	775 54	1,269 37	1,330 72	1,160 70	5,099 68
Dhaka ...	34,580 94	215,351 09	10,298 96	67 32	6,507 99	1,280 81	1,629 43	613 41
Kesaria ...	40,713 77	171,879 18	12 89	12 89	...	...	...	...
Gobindganj ...	62,157 40	182,627 89	911 71	720 20	...	2 48	88 55	0 46
Metihari ...	56,899 10	183,662 24	1,945 78	191 09	...	826 78	571 64	256 27
<b>Total</b> ...	<b>238,831 18</b>	<b>978,536 35</b>	<b>22,098 95</b>	<b>1,276 36</b>	<b>7,777 36</b>	<b>3,440 79</b>	<b>3,481 58</b>	<b>6,123 84</b>
<b>GRAND TOTAL</b> ...	<b>647,875 63</b>	<b>2,077,735 43</b>	<b>116,117 25</b>	<b>1,613 74</b>	<b>42,373 86</b>	<b>52,710 93</b>	<b>4,291 67</b>	<b>15,127 03</b>

DIX I

Karnataka

Champanera

Culturable area other than current fallow.					Area not available for cultivation.			
Old fallow.	Groves not fruit bearing and bamboos.	Culturable jungle.	Other kinds	Total.	House site.	Water.	Other kinds.	Total.
10	11	12	13	14	15	16	17	18
A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.
44,168 40	1,785 84	18,999 91	10,614 13	78,336 39	3,263 34	17,354 28	12,134 86	33,757 88
61,710 86	929 68	27,269 14	22,899 25	229,800 25	2,191 52	41,698 93	12,045 12	57,986 69
24,248 23	2,251 96	6,163 42	17,604 19	60,222 27	4,256 7	16,929 28	14,610 62	25,795 22
140,132 65	4,981 56	57,475 47	64,119 69	266,649 51	10,716 16	75,777 44	39,799 60	126,394 20
4,397 17	837 26	488 57	2,972 8	8,420 38	1,142 69	3,919 90	3,083 69	8,098 47
4,403 77	717 34	624 61	2,648 28	8,783 21	1,938 42	4,114 94	5,975 49	12,928 91
8,618 88	1,377 85	658 56	4,530 88	15,036 17	3,069 78	7,408 9	7,090 5	17,528 22
11,406 19	1,617 77	575 75	5,880 70	19,480 40	2,179 91	4,081 50	3,788 31	15,649 72
21,982 64	1,589 81	2,324 59	7,930 2	33,821 6	2,096 87	9,170 2	11,204 46	22,470 65
22,324 82	1,561 70	2,085 4	7,596 76	62,681 88	1,947 91	8,397 46	7,690 95	12,928 82
72,122 17	7,345 93	5,763 82	21,858 83	118,109 25	12,245 14	37,086 91	48,721 14	69,158 16
312,355 83	12,327 43	69,160 79	95,978 72	584,752 76	23,651 30	112,868 35	68,512 76	219,487 39

Details of irrigated area as regards crops.					Number of wells.		Remarks.
Rice.	Wheat.	Other cereals and pulses.	Other food crops.	Non food crops.	Masonry.	Earthen.	
27	28	29	30	31	32	31	
A. D.	A. D.	A. D.	A. D.	A. D.	Number	Number.	
27,648 05	1,973 27	2,263 69	328 55	1,187 85	1,486	117	
49,976 76	216 12	274 29	80 78	117 98	1,041	137	
321 84	3 44	70 86	125 94	18 38	2,653	89	
87,308 69	2,192 88	2,679 47	535 22	1,304 16	5,174	263	
86 24	90	27	7 30	8 70	1,032	7	
6,985 27	108 58	1,115 86	173 48	232 98	1,124	74	
8,131 57	266 63	1,496 30	152 02	252 44	2,170	13	
...	0 27	4 38	6 16	2 13	2,500	5	
3 85	96 0	549 35	34 94	79 57	2,332	27	
1,248 49	31 08	462 75	84 79	118 67	1,599	26	
16,407 59	553 55	3,929 86	458 61	694 29	10,737	152	
1,08,714 24	2,746 38	6,608 33	993 86	1,993 55	15,911	515	

APPENDIX  
CROP STATISTICS

Name of Thana.	BRADAI																		
	Cereals and pulses.						Fibres.		Dyes.										
	Rice.	Jowar (millet), Jangra, Kasurhi.	Mandua.	Mahua.	Kodo.	Urad.	Shama, Chana, Tegal.	Jute.	Others.	Indigo.									
A.	D.	A.	D.	A.	D.	A.	D.	A.	D.	A.									
Shikarpur	66,862	63	176	67	1,661	61	7,000	20	2,620	66	66	67	199	63	19	14	33	36	45
Bagaha	29,778	25	393	23	1,245	50	35,022	70	20,412	66	64	66	562	66	45	67	64	13	626
Bettiah	66,612	68	1,371	10	595	458	24,077	23	28,269	76	224	66	2,060	52	620	64	623	34	4,023
Bettiah Subdivision	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
<b>Total</b>	<b>181,252</b>	<b>66</b>	<b>1,241</b>	<b>68</b>	<b>3,522</b>	<b>69</b>	<b>64,768</b>	<b>46</b>	<b>61,262</b>	<b>50</b>	<b>619</b>	<b>66</b>	<b>2,783</b>	<b>65</b>	<b>664</b>	<b>65</b>	<b>767</b>	<b>67</b>	<b>4,754</b>
Dhaka	63,459	75	190	68	3,576	30	15,643	56	6,655	61	99	26	600	66	23	71	69	15	1,469
Adaper	45,598	66	145	29	1,536	50	1,303	75	1,091	66	58	63	622	46	7	64	15	37	...
Motibari	20,976	66	159	40	600	31	17,627	20	12,918	65	163	66	1,024	52	651	61	163	23	226
Gobindganj	6,623	54	156	67	79	63	20,940	29	17,666	64	556	29	2,259	71	554	43	231	36	229
Kesada	9,270	67	353	63	496	66	22,247	30	15,277	66	712	61	1,060	66	1,646	22	320	26	1,116
Medhaban	3,725	67	177	29	163	61	14,256	62	4,639	65	66	66	2,151	69	152	19	115	47	1,046
<b>Total</b>	<b>161,615</b>	<b>60</b>	<b>1,084</b>	<b>64</b>	<b>7,025</b>	<b>61</b>	<b>65,220</b>	<b>73</b>	<b>58,318</b>	<b>69</b>	<b>1,661</b>	<b>61</b>	<b>4,266</b>	<b>15</b>	<b>2,426</b>	<b>20</b>	<b>784</b>	<b>19</b>	<b>4,117</b>
<b>GRAND TOTAL</b>	<b>342,868</b>	<b>66</b>	<b>2,325</b>	<b>67</b>	<b>10,548</b>	<b>39</b>	<b>1,29,984</b>	<b>19</b>	<b>119,680</b>	<b>99</b>	<b>2,001</b>	<b>80</b>	<b>11,091</b>	<b>18</b>	<b>2,130</b>	<b>65</b>	<b>1,551</b>	<b>25</b>	<b>8,871</b>

ANNEX II.  
STATEMENT FORM.

AGHANI.									
Miscellaneous.			Cereals and pulses.						Oil-seeds.
Food.	Non-food.	Total.	Rice.	Jowar (millet), Gehuwan, etc.	Bajra.	Kodo.	Arhar.	Moith, Kurthi.	Til or Jajli.
11	12	13	14	15	16	17	18	19	20
A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.
24 86	6 85	108,392 73	103,397 87	49 02	15 65	1 98	7 91	63 03	433 35
44 12	10 88	75,233 98	65,393 87	56 28	58 74	12 89	6 43	108 59	464 45
100 22	10 09	137,071 71	65,776 36	130 04	60 11	23 32	11 73	408 38	7,139 70
...	...	...	...	...	...	...	...	...	...
265 76	22 62	321,718 42	269,557 90	235 94	163 50	37 69	19 57	644 99	8,037 50
63 75	8 08	90,468 55	67,320 08	58 09	2 23	5 23	6 32	32 19	207 57
10 14	5 38	70,069 0	43,519 45	8 02	1 94	0 38	0 38	0 57	91 68
100 07	9 90	53,871 33	29,807 50	108 87	49 58	76 25	8 34	361 25	3,171 24
43 35	12 21	49,357 04	43,489 66	91 28	9 50	46 73	19 06	709 57	4,940 37
61 83	15 66	5,716 39	49,300 25	153 50	11 77	193 68	24 03	281 30	691 41
62 75	3 82	16,461 75	19,100 09	77 51	1 29	55 31	2 45	60 31	113 36
349 86	62 13	340,973 66	265,487 03	498 75	75 40	377 60	60 11	1,465 19	9,065 61
666 32	81 75	662,737 08	514,964 93	734 69	228 90	415 10	79 68	2,110 18	17,103 11

APPENDIX  
CROP STATISTICS

Name of Thana.	Condiments and spices.	Sugar.		Fibres.	Miscellaneous.		Total.	Cereals and		
		Sugarcane.	Others.	Cotton.	Gajar, marai, Alon pathai.	Non-food.		Rice (boro).	Wheat.	Barley.
20a	31	32	33	34	35	36	37	38	39	40
	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.
Bhikarpur ...	186 94	2,434 42	0 58	6 36	71 73	13 26	111,857 88	62 79	27,147 77	18,789 88
Bagaha ...	1,945 06	4,049 42	54 23	2 94	397 87	13 68	82,614 33	3 27	18,785 33	16,077 60
Bettiah ...	4,631 86	6,656 87	5 50	56 21	1,073 66	73 35	9,606 78	94 64	17,234 51	41,568 89
Bettiah Subdivision ...	...	...	...	...	...	...	...	...	...	...
<b>Total</b> ...	<b>6,735 80</b>	<b>13,140 71</b>	<b>60 28</b>	<b>67 41</b>	<b>1,549 45</b>	<b>97 29</b>	<b>29,331 99</b>	<b>159 90</b>	<b>63,167 60</b>	<b>72,761 48</b>
Dhaka ...	105 16	2,584 55	2 90	19 49	2,988 42	5 17	73,296 43	83 25	3,181 39	21,496 89
Adapur ...	7 79	1 24	...	1 16	208 27	1 96	47,843 29	80 43	4,667 09	16,393 78
Motihari ...	610 55	230 38	8 68	6 98	3,779 94	80 70	88,248 26	77 50	7,689 93	27,097 87
Gohindganj ...	1,204 06	389 79	21 04	28 50	2,094 55	15 73	53,927 40	44 35	8,518 75	31,931 69
Kesaria ...	858 85	2,009 20	9 92	34 03	7,083 57	170 43	59,171 97	273 73	10,738 92	17,168 98
Madhuban ...	460 63	1,361 97	0 62	11 11	5,998 90	15 64	27,379 19	119 63	4,053 32	12,633 73
<b>Total</b> ...	<b>2,753 04</b>	<b>6,547 13</b>	<b>43 16</b>	<b>79 25</b>	<b>22,094 65</b>	<b>239 61</b>	<b>288,750 53</b>	<b>607 07</b>	<b>44,014 40</b>	<b>91,553 48</b>
<b>GRAND TOTAL</b> ...	<b>9,488 80</b>	<b>19,687 84</b>	<b>103 44</b>	<b>166 66</b>	<b>23,638 10</b>	<b>336 90</b>	<b>589,088 52</b>	<b>766 97</b>	<b>107,182 0</b>	<b>187,334 94</b>



APPENDIX II.  
PRESENT FORM.

					Oil-seeds.				Eats
Grain.	Arhar.	Miscellaneous pulses.	Oats (China).	Others. Bala.	Linseed.	Rape and Mustard.	Til	Others. Eorhi (castor).	Condiments and spices.
31	32	33	34	35	36	37	38	39	40
A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.
20,608 45	11,247 97	111 16	282 39	21,031 89	18,288 35	14,349 69	106 51	107 02	404 04
3,418 77	9,932 87	2,597 64	12 08	18,789 77	14,080 50	8 887 64	17 19	422 46	1,252 75
3,878 08	12,384 89	3,536 27	230 61	22,380 29	21,398 83	5,930 74	87 57	651 69	736 91
...	...	...	...	...	...	...	...	...	...
27,898 38	34,015 77	6,335 06	525 02	33,181 82	33,745 69	18,118 97	211 27	1,187 77	2,393 70
24,722 64	4,008 48	27,442 74	2,403 20	141 60	12,612 62	4,060 19	54 98	63 78	245 17
6,900 29	2,255 97	34,593 38	682 36	329 50	9,482 60	2,363 78	14 50	66 58	133 24
1,700 84	5,088 19	18,300 89	6,441 86	85 01	6,428 59	3,371 68	24 35	199 67	160 74
272 32	7,262 25	5,998 02	1,855 48	53 14	5,222 02	1,674 87	22 40	275 00	182 40
85 78	9,190 00	4,661 68	6,325 80	37 45	4,107 48	2,281 97	29 26	725 07	280 39
370 80	3,189 74	6,639 24	1,404 98	112 44	4,078 73	1,501 82	14 31	655 70	314 65
34,040 67	37,441 71	107,625 10	19,136 18	761 14	41,630 53	15,264 01	159 81	3,186 69	1,416 49
61,934 15	66,487 48	112,780 16	19,661 19	89,912 06	95,578 01	31,370 98	321 08	4,273 66	2,810 19

APPE  
CROP STAT

Name of Thana.	RAB									
	Fibres.		Dye.	Drugs and Narcotics.				Fodder crops.	Miscellaneous	
	Cotton.	Others -- Sebay, Muni, Ekra.		Tobacco.	Opium.	Gau's, (Indian Hemp, etc.), Bhang, Charas.	Others.		Potatoes.	Other food-stuffs (maize, Kharboja, etc.), Tarkari (vegetables).
41	42	43	44	45	46	47	48	49	50	
	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.
Bhikarpur ... ..	4 30	3 68	3 66	141 8	...	3 46	13 06	0 6	747 15	768 6
Bogaha ... ..	15 25	342 48	3 33	91 63	...	0 5	7 5	...	235 64	473 4
Bettiah ... ..	57 45	420 43	302 19	63 66	...	56 50	13 70	...	2,037 59	266 4
Bettiah Subdivision ... ..	...	...	...	...	...	...	...	...	...	...
Total ... ..	77 0	785 73	309 35	295 73	...	59 99	33 65	0 6	3,020 48	2,181 4
Dhaka ... ..	7 67	285 26	3 40	101 27	...	0 84	0 6	...	484 68	622 6
Adampur ... ..	0 28	112 85	1 44	10 8	...	0 14	0 28	2 23	516 26	378 6
Motihari ... ..	23 2	213 41	2 12	64 5	...	1 46	1 50	0 13	261 5	273 6
Gobindganj ... ..	57 25	301 60	6 6	40 13	...	3 25	3 63	0 19	237 61	328 6
Kesaria ... ..	16 67	332 68	0 73	212 94	...	3 63	3 1	...	69 65	396 6
Madhuban ... ..	5 6	242 23	142 14	142 38	...	...	1 54	...	266 39	306 6
Total ... ..	110 12	1,469 29	163 91	621 78	...	7 48	7 86	2 53	1,810 1	2,396 6
GRAND TOTAL ... ..	197 12	2,245 1	563 26	917 51	...	67 41	41 61	2 59	4,830 49	4,677 6

ANNEX II--concl'd.

STATEMENT FORM.

Crops.		Orchards and Gardens.					Gross cropped area (columns 13, 27, 33, 35, 36 and 37).	Area cropped more than once.	Net cropped area.	Tir (palm) trees.	Kbajur (date) trees.	Remarks.
Non-food.	Total.	Mango.	Pan banay (Peele grove), Kalabari, (Plantain grove).	Others: Bag, Katsihar, Bag. Mahua, Bag. Tir, Kbajur, etc.								
31	32	33	34	35	36	37	38	39	40	41		
A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	A. D.	Number.	Number.			
7 23	133,577 07	5,604 79	10 77	59 5	359,323 69	118,675 24	340,717 65	1,497	2,692			
3 65	95,416 4	2,055 50	2 59	22 37	267,404 61	77,601 25	189,803 59	1,297	6,789			
24 16	145,479 65	9,646 45	14 78	122 21	378,404 66	129,771 19	254,633 47	6,238	14,928			
..	..	..	..	..	..	..	..	..	..			
34 34	374,478 56	18,306 74	28 12	229 78	1,005,203 26	320,047 69	685,156 68	9,032	26,819			
1 23	117,004 85	6,398 24	141 21	127 23	287,253 53	106,489 29	180,770 15	12,156	4,660			
1 67	76,080 61	2,879 27	7 21	49 04	197,809 21	74,373 0	123,436 21	7,192	849			
9 60	79,591 3	4,254 12	73 63	142 28	176,479 64	49,716 50	126,763 14	12,057	21,696			
1 79	54,800 43	4,791 22	20 79	116 19	161,923 77	41,112 29	120,811 49	11,910	12,997			
0 27	56,725 26	4,159 12	71 70	172 27	172,086 27	40,290 06	131,796 21	21,521	12,822			
2 11	22,508 29	1,761 42	107 23	166 20	91,262 42	22,202 05	69,060 37	25,012	47,750			
12 77	4,22,440 28	22,142 62	422 11	724 75	1,060,544 95	241,229 72	744,705 17	104,554	204,725			
40 11	7,90,222 04	41,540 26	460 22	1,008 42	1,021,747 21	661,667 42	1,429,880 65	118,566	229,405			

APPENDIX  
ABSTRACT OF  
District

Thana number.	Name of thana.	Proprietors' Zirat.		Held by Proprietors but not Zirat.		In cultivating possession of Tenure-holders.		Raiyats at 6 anna				
		Number of holdings.	Total area.	Number of holdings.	Total area.	Number of holdings.	Total area.	Number of holdings.	Total area.			
1	2	3	4	5	6	7	8	9	10			
			A. D.		A. D.		A. D.		A. D.			
	Shikarpur ...	32	547 80	357	3,361	80	1,935	36,974	78	818	2,076	37
	Bagaha ...	2	81 67	222	2,728	16	587	10,802	88	67	697	19
	Bettiah ...	24	420 58	317	4,498	77	2,234	14,540	65	254	2,775	85
	Total ...	58	1,029 55	896	10,589	73	4,788	52,078	31	639	5,539	40
	Adapur ...	4	39 54	188	2,270	50	778	7,578	70	75	761	...
	Motihari ...	4	182 99	181	1,961	92	701	6,263	93	110	1,038	21
	Dhaka ...	200	2,772 31	857	2,084	73	1,120	7,754	93	782	4,114	56
	Madhuban ...	28	44 31	418	3,516	22	444	2,791	95	67	467	8
	Gobindganj ...	...	...	200	1,273	57	3,693	1,251	15	305	2,800	29
	Kesaria ...	28	199 89	305	2,065	38	1,299	6,973	82	995	6,420	19
	Total*	264	3,632 41	1,709	13,772	32	8,033	32,013	98	2,354	13,336	32
	GRAND TOTAL	322	4,691 96	2,005	24,361	105	12,819	84,092	29	2,993	18,875	71

Thana number.	Name of thana.	Number of holdings.	Non-occupancy Raiyats.						Rent-free Holders.			
			Nakdi.			Chakat.			Bhaoli.		Number of holdings.	Total area.
			Total area.	Total of existing rent.	Average rate per acre of total area.	Total area.	Total of existing rent.	Average rate per acre of total area.	Total area.			
1	2	21	22	23	24	25	26	27	28	29	30	
			A. D.	Rs. a. p.	Rs. a. p.	A. D.	Rs. a. p.	Rs. a. p.	A. D.		A. D.	
	Shikarpur ...	4,485	11,718 87	29,974 9 8	1 12 7	...	...	...	914 98	4,219	4,787	34
	Bagaha ...	8,920	16,747 55	28,159 0 3	1 11 7	...	...	...	1,960 63	1,729	1,803	46
	Bettiah ...	8,194	9,952 18	23,562 13 0	2 13 11	...	...	...	2,536 36	2,856	5,181	49
	Total ...	21,599	38,018 25	77,676 4 6	...	...	...	...	5,461 97	8,804	11,772	126
	Adapur ...	523	1,299 19	3,901 7 5	3 0 1	...	...	...	169 27	604	1,628	26
	Motihari ...	771	1,730 26	4,778 8 0	2 12 5	...	...	...	85 97	1,042	2,022	74
	Dhaka ...	335	1,246 43	4,913 8 9	3 2 3	...	...	...	39 18	3,791	2,434	42
	Madhuban ...	266	854 22	1,759 3 3	3 13 5	...	...	...	73 75	863	1,099	37
	Gobindganj ...	1,491	2,359 99	5,591 3 0	2 5 11	...	...	...	494 43	2,108	3,302	37
	Kesaria ...	385	700 99	1,380 5 6	2 6 4	...	...	...	21 40	2,519	4,322	18
	Total	3,771	7,631 8	21,223 12 2	...	...	...	...	384 ...	11,074	8,816	91
	GRAND TOTAL	25,070	45,699 13	98,900 0 8	...	...	...	...	6,345 97	19,878	20,568	109

RECORDS OF RIGHTS.

Champaran.

List of Rates.			Settled or Occupancy Raiyats.										
Total existing rent.	Average rate per acre of total area.	Number of holdings.	Nakdi			Chakri.			Bhaoli.				
			Total area.	Total of existing rent.	Average rate per acre of total area.	Total area.	Total of existing rent.	Average rate per acre of total area.	Total area.				
11	12	13	14		15	16	17		18	19	20		
Rs. a. p.	Rs. a. p.		A.	D.	Rs. a. p.	Rs. a. p.	A.	D.	Rs. a. p.	Rs. a. p.	A.	D.	
738 12 6	0 18 5	57,611	208,103	59	8,98,412 1 6	1 15 0	...	...	...	...	9,447	70	
842 15 9	1 3 8	49,597	169,723	69	8,15,506 12 9	1 18 9	...	...	...	...	8,344	35	
928 8 7	1 0 11	90,508	285,679	45	4,67,666 8 1	1 15 9	...	...	...	...	10,866	67	
1,510 4 10	...	197,710	698,506	73	11,76,585 5 10	...	...	...	...	...	28,658	72	
548 9 4	0 11 6	33,652	109,873	16	2,41,300 9 7	2 3 2	...	...	...	...	6,727	67	
1,152 0 8	1 1 6	45,162	122,846	54	2,77,150 9 3	2 4 0	...	...	...	...	9,775	14	
122 0 11	1 8 11	57,809	162,400	79	4,14,248 0 9	2 8 10	...	...	...	...	4,564	41	
121 15 8	2 4 10	80,303	56,763	41	1,65,966 15 6	2 14 9	...	...	...	...	3,468	69	
137 14 9	0 18 8	52,813	110,714	17	2,50,092 14 6	2 4 2	...	...	...	...	2,113	98	
445 15 1	1 5 8	48,580	127,314	40	2,80,220 3 1	2 8 3	...	...	...	...	3,650	59	
523 7 7	...	208,319	689,917	47	16,28,909 4 2	...	...	...	...	...	36,199	43	
1,033 12 5	...	436,009	1,298,424	20	28,05,494 10 0	...	...	...	...	...	59,958	15	

  

Unoccupied.		Kaisar-i Hind.		Under Raiyats.											Remarks.
Number of holdings.	Total area.	Total area.	Total area of village.	Number of holdings.	Nakdi.			Bhaoli.							
					Total area.	Total existing rent.	Average rate per acre of total area.								
21	22	23	24	25	26	27	28	29	30						
	A.	D.	A.	D.	A.	D.	Rs. a. p.	Rs. a. p.	A.	D.					
2,905	90,395	75	5,207	75	358,491	91	5,914	97	73	2,55 7 9	2 1 8	4,810	60		
1,482	171,177	84	4,654	1	398,151	41	4,071	2,075	31	44,586 0 9	2 2 4	2,407	43		
8,268	67,731	90	8,323	4	357,355	81	1,218	4,931	75	10,515 11 0	2 11 1	7,212	15		
7,630	820,245	43	13,379	81	1,09,190	13	11,373	7,953	79	57,157 9 6	...	14,450	18		
957	12,642	60	2,009	52	145,035	8	3,393	159	79	404 4 0	2 8 6	3,867	38		
1,316	85,850	58	1,939	59	163,652	24	3,332	496	15	1,325 3 11	2 10 8	2,681	65		
1,903	21,419	53	1,919	78	215,831	9	4,113	393	24	897 2 0	2 4 6	3,229	69		
1,544	10,806	28	596	82	79,930	87	3,273	352	31	1,335 9 6	3 12 8	2,113	56		
3,888	40,620	30	1,200	79	193,627	89	7,119	1,777	42	5,338 4 9	2 15 7	3,563	69		
1,988	18,922	9	1,323	77	171,890	18	4,118	1,377	65	3,690 13 0	2 14 4	2,034	37		
1,588	140,961	38	9,075	27	978,553	33	23,318	4,431	36	12,940 1 6	...	1,473	76		
3,318	469,506	87	22,305	107	2,077,755	48	36,571	12,905	15	70,097 5 0	...	31,308	93		

## Statistical statement showing

Thana No.	Name of thana.	Cows.	Bullocks.	Young stock.	Bulls reared or bred at Government farms with name of farm.	Ordinary bulls.	Buffalo bulls.	Buffalo males.
1	2	3	4	5	6	7	8	9
1	Shikarpur ...	60,483	19,750	41,887	490	18	1,191	981
2	Bagaha ...	55,763	44,587	29,786	646	1,732	2,099	2,836
3	Bettiah ...	45,956	46,425	84,398	727	8	1,504	1,084
	Total ...	162,202	150,562	106,066	1,863	1,758	5,894	4,350
4	Madhuban ...	9,335	10,185	6,085	21	53	93	177
5	Adapur ...	16,354	34,509	11,091	1	110	159	631
6	Dhaka ...	20,738	32,299	12,963	22	123	145	501
7	Fesaria ...	20,188	21,780	11,675	10	94	175	461
8	Gobindgunj...	25,567	20,995	14,912	3	317	177	389
9	Motihari ...	23,939	20,786	12,770	8	155	195	561
	Total ...	116,121	130,553	69,496	65	655	943	2,720
	GRAND TOTAL ...	278,323	281,115	175,562	1,928	2,603	6,837	7,070

DIXIE

the number of stock.

Cow calves	Buffalo calves	Sheep	Goats	Horses and ponies	Mules	Donkeys	Camels	Ploughs	Carts	Remarks
10	11	12	13	14	15	16	17	18	19	20
12,514	789	8,568	31,198	1,780	49	230	50	24,793	4,088	
10,202	1,988	8,377	16,822	1,498	40	248	404	16,432	2,769	
12,027	1,030	8,637	42,188	1,984	69	412	42	19,976	3,169	
34,743	3,765	14,572	90,208	5,257	158	988	496	61,203	10,008	
8,709	2,471	1,442	12,996	591	10	149	32	4,221	859	
6,095	5,409	2,088	23,959	983	23	220	17	11,104	1,378	
11,392	2,266	1,643	32,345	2,122	81	309	89	14,019	2,079	
7,472	4,739	1,921	22,915	1,356	46	389	10	8,853	1,970	
6,878	4,980	2,391	25,159	1,718	41	331	13	9,310	1,388	
6,535	4,472	2,266	25,897	1,352	29	391	26	8,708	1,37	
42,031	29,743	11,096	142,771	6,070	180	1,789	189	56,215	9,050	
76,824	38,408	26,668	232,979	13,372	399	2,777	685	117,418	19,056	

## APPEN

## Sale of proprietary rights of

Serial No.	Subdivision.	Name of Thana.	Total area of Thana.	Total number of Khewat entries.	Number of transfers.	Area transferred.	Percentage of columns 7 to 4.	Percentage of columns 8 to 5
1	2	3	4	5	6	7	8	9
	<b>BETTIAH SUB-DIVISION.</b>		<b>Acres.</b>			<b>Acres.</b>		
1	...	Shikarpur ...	862-18	33	4	83-40	9-67	12-12
2	...	Bagaha ...	...	...	...	...	...	...
3	...	Bettiah ...	1,789-40	19	6	253-64	47-70	31-57
	<b>Total</b> ...	...	<b>2,651-58</b>	<b>52</b>	<b>10</b>	<b>337-04</b>	<b>57-37</b>	<b>43-69</b>
	<b>SADE SUB-DIVISION.</b>							
4	...	Maithuban ...	6,714-91	143	25	527-19	7-55	17-48
5	...	Dhaka ...	8,466-64	42	11	1,189-30	14-05	26-19
6	...	Kewaria ...	17,863-23	71	35	7,537-74	43-37	49-29
7	...	Gobindgunj ...	1,986-15	103	25	238-91	18-03	24-65
8	...	Adapur ...	...	...	...	...	...	...
9	...	Motihari ...	1,514-46	34	8	539-51	35-98	23-56
	<b>Total</b> ...	...	<b>36,075-39</b>	<b>393</b>	<b>104</b>	<b>10,032-65</b>	<b>118-33</b>	<b>141-37</b>
	<b>GRAND TOTAL...</b>	...	<b>38,726-97</b>	<b>445</b>	<b>114</b>	<b>10,869-69</b>	<b>17-70</b>	<b>185-06</b>



PART V.

Champan District.

Number of transfers.				Share of land revenue transferred, in rupees, if given.	Price paid.	Average rate per acre.	Highest rate per acre.	Lowest rate per acre.	Remarks.
Landlord.	Tenureholder.	Money-lender class.	Half-year.						
10	11	12	13	14	15	16	17	18	19
				Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.	
2	...	1	...	34 2 9	9,850 0 0	118 1 8	583 15 1	72 12 2	
...	...	...	...	...	...	...	...	...	
5	1	...	...	336 1 0	47,235 0 0	55 5 4	164 7 6	31 1 1	
8	1	1	...	370 3 9	57,085 0 0	173 7 0	748 6 7	103 13 3	
15	1	5	4	224 12 10	43,985 1 9	83 6 11	757 9 2	11 10 11	
10	...	1	...	432 12 4	1,52,066 0 5	127 13 9	2 5 8 9	74 1 7	
26	...	8	1	11,385 10 0	2,53,191 6 6	35 9 6	108 4 10	19 9 5	
23	...	2	...	94 1 4	15,203 12 0	62 14 2	116 12 0	17 14 11	
...	...	...	...	...	...	...	...	...	
2	...	4	2	214 12 3	35,423 0 0	66 2 3	80 2 7	16 14 2	
76	1	20	7	12,352 1 6	4,59,868 4 8	373 14 7	1,268 5 4	140 3 0	
84	2	21	7	12,722 5 3	5,56,953 4 8	547 5 7	2,016 11 11	244 6 3	

## Sale of Occupancy Rights

Serial No.	Name of Thana.	Total area of village, in acres.	Total area held by occupancy riyats in acres.	Total number of holdings of occupancy riyats.	Number of Sales.		Area sold, in acres.
					Whole holding.	Part holding.	
1	2	3	4	5	6	7	8
1	Shikarpur ...	958,491-91	212,551-29	57,811	643	784	5,213-80
2	Bagaha ...	383,151-41	173,053-4	49,597	301	288	2,105-56
3	Bettiah ...	357,555-81	246,546-12	93,502	1,589	3,045	6,476-51
	Total ...	1,020,199-13	632,165-45	197,710	2,553	4,117	13,796-87
4	Motihari ...	133,662-24	132,621-68	45,162	594	2,963	4,944-30
5	Mathubani ...	7,993-87	60,239-10	30,808	687	2,014	2,720-50
6	Dhaka ...	215,351-9	166,965-20	57,800	1,159	6,354	6,568-96
7	Gobindganj ...	182,927-89	118,827-10	52,813	263	1,161	1,615-84
8	Kocharia ...	171,879-15	130,964-99	43,580	525	3,017	3,869-45
9	Adapur ...	145,330-3	116,605-83	33,652	996	4,843	7,227-42
	Total ...	906,555-16	726,216-90	268,219	4,224	20,251	26,936-47
	GRAND TOTAL ...	2,006,095-43	1,358,382-35	466,029	6,767	24,368	40,738-34

## DIX VI.

## District Champaran.

Number of Sales to—				Amount paid.	Rate per acre for land sold.	No. of vendors still holding as under-riyats—		Remarks.
Landlord.	Lawyers.	Money-lenders.	Riyats.			On cash rent.	On produce rent.	
9	10	11	12	13	14	15	16	17
				Rs. a. p.	Rs. a. p.			
61	274	279	813	1,75,172 6 3	33 9 7	1,146	1	
47	16	239	287	71,929 2 9	34 2 4	...	...	
48	77	2,483	2,079	3,45,143 12 9	53 4 8	...	...	
156	367	2,954	3,173	5,92,245 5 9	121 0 7	1 46	1	
13	18	1,814	1,711	3,66,313 0 2	74 1 3	...	...	
62	27	1,321	1,291	2,01,324 4 6	74 0 1	...	...	
83	30	3,243	4,054	9,34,301 10 6	142 7 2	...	...	
29	13	849	539	1,18,849 3 0	73 8 10	...	...	
37	22	1,426	2,057	1,87,144 11 8	48 6 3	...	...	
21	10	2,797	3,011	8,38,267 12 0	115 15 10	...	...	
242	150	11,450	12,663	26,46,220 9 10	528 7 5	...	...	
398	487	14,404	15,836	3,238,465 15 7	649 8 0	1,146	1	

## Mortgages with

Serial No.	Name of thana.	Total number of mortgages in the thana.	Total area of thana.	Area (in acres) held by Mortgagees.											
				From proprietor.		From tenure-holder.		From raiyat at fixed rent.		From settled raiyat.		From occupancy raiyat.		From non-occupancy raiyat.	
				a		b		c		d		e		f	
				A.	D.	A.	D.	A.	D.	A.	D.	A.	D.	A.	D.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Dhaka ...	19,291	215,351	77	23	526	98	858	61	18,750	16	74	0	1	66
2	Motihari ...	3,625	183,062.24	252	72	621	58	58	4	4,557	78	2,008	78	1	84
3	Gobindgunj ...	8,739	182,027.49	478	57	5,237	50	801	15	447	78	186	68	2	14
4	Kesaria ...	8,806	171,879.18	612	63	2,116	4	381	31	6,128	77	8	16	2	68
5	Adapur ...	10,183	145,085.78	1,508	10	880	90	182	19	19,077	69	27	27	16	31
6	Madhuban ...	4,020	79,930.57	76	75	27	07	20	35	3,347	09	12	3	0	0
	Total ...	54,336	983,538.25	2,998	99	8,410	73	1,771	05	49,304	18	2,385	07	25	58
7	Shikarpur ...	6,255	858,491.91	3,122	53	4,518	49	107	78	11,598	12	4	51	67	78
8	Bagaha ...	1,833	38,589,151.41	39	78	116	18	183	48	3,940	04	6	69	67	87
9	Bettiah ...	8,919	357,555.81	636	19	2,475	35	261	85	9,349	07	21	11	46	63
	Total ...	10,007	1,099,205.13	3,788	50	7,109	08	643	09	25,388	75	32	31	194	73
	GRAND TOTAL ...	71,243	2,057,741.38	8,797	49	16,509	76	2,414	74	74,092	91	2,417	86	219	76

DIX VII.

possession.

Total area (in acres) mortgaged.	Area held by Mortgagees of different classes.								Total amount advanced.	Rate per acre.	Remarks.
	Landlord class.		Lawyer class or class of those in service.		Money-lending class.		Raiyat class.				
	a		b		c		d				
	A.	D.	A.	D.	A.	D.	A.	D.			
17	18	19	20	21	22	23	24	25	26	27	28
									Rs. a. p.	Rs. a. p.	
17,069'6	442	62	78	67	10,165	16	6,381	41	20,20,140 15 0	153 5 3	
506,824	53	46	406	6	4,346	75	1,161	97	4,20,208 12 8	70 8 6	
10,232'3	932	60	249	17	6,425	68	2,604	18	9,74,367 4 11	89 16 6	
9,344'58	768	50	70	21	5,128	10	3,247	77	6,03,215 0 8	64 4 0	
21,650'27	130	9	208	85	13,010	95	7,319	88	3,160,969 11 1	99 12 3	
3,403'89	114	31	100	90	1,946	78	1,981	89	2,66,961 3 6	76 6 6	
52,376 6	2,476	21	1,203	26	41,938	61	22,037	10	76,45,850 15 10	...	
19,409'10	4,018	08	282	53	8,729	36	5,769	19	13,40,305 6 6	141 13 6	
4,363'55	237	68	59	75	2,127	91	1,938	21	2,14,765 0 0	22 3 6	
13,293'12	920	95	107	78	8,275	90	3,908	48	7,07,733 7 2	57 12 0	
31,155'88	5,776	71	640	06	19,333	23	11,615	63	13,20,262 13 3	...	
83,831'89	8,358	2	1,848	48	61,071	84	33,052	98	8,375,053 13 1	80 0 0	

## APPENDIX VIII.

Statement of cases under Section 106, Bengal Tenancy Act, of Champaran District.

Name of thana.	Total cases instituted.	Cases disposed of.	Pending.	Details of figures shown in column 3.			Remarks.
				Allowed.	Disallowed.	Withdrawn.	
1	2	3	4	5	6	7	8
Shikarpur ...	1,076	1,076	...	302	575	109	
Bagaha ...	768	768	...	126	537	69	
Bettiah ...	768	768	...	260	426	69	
Total for the Bettiah Subdivision.	2,612	2,612	...	778	1,571	200	
Motihari ...	725	725	...	281	332	62	
Adapur ...	598	598	...	206	253	139	
Kesaria ...	402	402	...	144	169	89	
Dhaka ...	804	804	...	283	332	164	
Madhuban ...	235	235	...	111	103	21	
Gobindganj ...	855	855	...	295	465	95	
Total for the Sadr Sub-division.	3,619	3,619	...	1,325	1,704	590	
Total for District ...	6,231	6,231	...	2,103	3,278	850	

## APPENDIX IX.

Section 108A case figures up to 9th September 1919, Champaran District.

Cases instituted up to date.	Disposed of up to date.	Pending.	Detail of figures shown in column 3.		Remarks.
			Allowed.	Disallowed.	
1	2	3	4	5	6
1,557	1,257	...	671	586	

## APPENDIX X

## Statement of Commutation Cases.

No. of cases which have been instituted up to date.	Name of Thana.	Number of cases disposed of up to date.	Number of cases in which commutation was--			Commutated.		
			Allowed.	Disallowed.	Withdrawn.	Area, in acre.	Rent.	Rate per acre.
1	2	3	4	5	6	7	8	9
							Rs. a. p.	Rs. a. p.
236	Sbikarpur ...	232	233	48	1	358-29	1,265 13 0	3 9 0
272	Bagaha ...	271	200	70	1	220-63	1,003 13 0	4 8 9
492	Bettiah ...	474	346	130	8	498-48	2,243 4 6	4 8 0
Total for Bettiah Sub-division.	1,060	1,027	779	238	10	1,077-0	4,512 14 6	4 3 0
1,061	Adapur ...	376	923	51	2	1,289-47	7,858 3 0	61 6 0
526	Motibari ...	358	991	62	...	378-35	1,689 6 3	4 8 6
48	Kesaria ...	47	42	3	2	80-94	188 15 3	2 5 4
129	Dhaka ...	71	43	21	7	35-52	166 14 0	4 11 3
4	Madhuban ...	4	1	2	1	0-03	0 1 0	3 2 0
269	Gobindganj ...	218	208	9	1	15-63	407 1 0	4 4 0
Total for Sadr Sub-division.	2,031	1,609	1,608	148	13	1,874-95	10,310 8 6	5 8 0
Total for the District	3,081	2,696	2,287	386	23	2,952-41	14,823 7 0	5 0 3

## APPENDIX XI.

## Statement showing section 108 Case figures up to September, 1919, Champaran District.

Cases instituted up to date.	Disposed of up to date.	Pending.	Detail of figures shown in column 3.		Remarks.	
			Allowed.	Disallowed.		
1	2	3	4	5	6	7
	917	808	14	407	303	

Classification of cases under Section

Serial number.	Case number.	Name of Thana.	Number of cases.	Number of holdings sued.			Existing rents of rent-paying holdings sued.	Result of Settlement.									
				Rent-paying.	Non-rent-paying.	Total.		Number of holdings.				Existing rent which has been settled.	Existing rent which has been allowed.				
								Withdrawn.	Dismissed.	In which existing rent settled.	In which existing rent allowed.						
1	2	3	4	5	6	7	8	9	10	11a	11b	12a	12b				
							Rs.	a.	p.				Rs.	a.	p.		
1	...	Bettiah ...	1,369	47,303	2,107	49,500	8,11,363	12	0	6,419	1,830	11,332	26,733	1,31,306	6	0	1,00,077
	...	Shikarpur ...	1,411	26,607	1,059	27,666	2,20,716	14	3	4,023	1,380	7,530	13,780	81,639	6	0	1,39,067
2	...	Bagaha ...	1,005	31,505	2,036	33,541	3,29,170	11	1	6,059	2,020	10,064	18,945	1,13,748	8	10	1,16,432
		Total for Bettiah Sub-division.	3,784	1,04,415	5,202	1,09,707	7,61,271	5	7	17,397	5,230	29,926	53,958	2,35,714	4	10	4,35,557
4	...	Adapur ...	390	18,602	10	18,702	1,56,951	0	0	608	459	2,708	14,549	24,968	0	1	1,53,065
5	...	Motihari ...	302	12,513	67	12,580	60,209	9	3	763	1,114	2,436	8,181	24,639	4	9	65,345
6	...	Gobindganj ...	312	11,519	63	11,581	59,199	2	9	2,106	697	2,299	6,486	15,879	9	0	36,811
7	...	Madhuban ...	338	10,870	209	10,578	49,918	12	0	499	796	1,199	7,064	11,208	12	6	32,714
	...	Dhaka ...	598	28,183	290	29,173	2,18,805	12	0	685	1,810	4,040	30,948	28,640	1	9	1,69,969
	...	Kesaria ...	316	14,275	313	14,488	1,02,991	4	3	473	1,073	1,909	10,623	17,926	7	3	65,064
		Total for Badr Sub-division.	2,318	95,951	1,146	97,097	6,35,069	8	2	5,669	5,937	15,565	66,880	1,21,198	2	10	5,13,866
1	...	Bettiah Subdivision ...	3,784	1,04,415	5,202	1,09,707	7,61,271	5	7	17,397	5,230	29,926	53,958	2,35,714	4	10	4,35,557
2	...	Badr Subdivision ...	2,318	95,951	1,146	97,097	6,35,069	8	2	5,669	5,937	15,565	66,880	1,21,198	2	10	5,13,866
		District Total	6,102	2,00,366	6,348	2,06,804	13,96,340	12	9	23,066	11,173	44,491	1,21,746	4,46,907	8	9	9,49,423



DIX XII.

Bengal Tenancy Act, District Champaran.

rent-paying holdings.					Percentage of increase (+) or decrease (-).	Result of settlement of non-rent paying holdings.					REMARKS
Increase or decrease in alteration of area.	Enhancement under section 80.	Total rent settled.				Number of holdings withdrawn.	Number settled.	Area settled in acres.	Rent settled.	Incidence per acre.	
		By compromise.	Otherwise.	Total.							
13	14	15	16	17	18	19a	19b	20	21	22	23
Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.					Rs. a. p.	Rs. a. p.	
+939 13 9 -1,340 1 2	31,248 12 0	4,688 13 0	2,37,834 7 6	2,42,522 4 6	9.94	1,553	625	245.13	789 1 0	2 4 6	
+1,243 7 0 -376 10 6	12,380 16 3	15,872 13 0	2,24,087 13 9	2,39,970 10 9	8.73	128	991	651.03	1,221 2 0	2 0 6	
+1,029 0 10 -300 9 3	17,705 13 8	5,661 5 6	2,40,433 10 5	2,45,907 15 11	7.34	1,400	656	631.98	1,890 11 2	2 3 6	
+3,211 6 1 -2,532 5 0	60,341 8 6	20,123 15 0	6,02,168 12 3	6,22,291 15 2	9.41	2,080	2,312	1,018.09	3,501 2 6	2 2 7	
+939 5 9 -698 8 5	27,680 7 9	805 6 0	1,65,875 15 0	1,66,571 5 0	11.06	1	0	2.07	5 0 0	2 6 9	
+408 5 0 -287 0 9	8,256 2 1	1,933 10 0	68,640 6 0	69,504 0 9	13.94	9	53	26.98	75 1 3	2 5 9	
+474 14 0 -142 2 10	5,240 12 0	2,798 13 6	61,663 15 2	65,763 11 8	11.15	16	66	20.07	45 14 6	4 6	
+400 8 2 -421 0 6	0,412 2 3	6,134 14 0	43,276 3 0	60,410 1 0	14.78	16	128	15.58	247 5 6	3 4 2	
+635 4 0 -524 2 9	33,049 2 2	4,310 2 9	3,47,819 9 8	2,62,136 12 6	15.23	68	632	133.68	877 6 9	2 13 0	
+762 2 6 -371 10 6	12,713 1 9	5,459 1 0	1,11,641 12 3	1,17,100 14 0	13.70	62	161	40.00	107 15 6	2 10 9	
+3,070 8 6 -2,515 2 5	94,361 14 9	24,357 15 0	7,06,217 12 10	7,30,575 12 10	15.04	160	990	300.73	686 11 6	2 12 6	
+3,211 6 1 -2,532 5 0	60,341 8 6	20,123 15 0	6,02,168 12 3	6,22,291 15 2	9.41	2,080	2,312	1,018.09	3,501 2 6	2 2 7	
+3,070 8 6 -2,515 2 5	94,361 14 9	24,357 15 0	7,06,217 12 10	7,30,575 12 10	15.04	160	990	300.73	686 11 6	2 12 6	
+6,600 14 7 -5,017 7 6	1,00,098 7 2	60,480 14 6	16,08,386 12 6	16,68,867 12 0	11.64	2,220	2,808	1,916.65	4,259 14 0	3 4 2	

## APPENDIX XIII.

No. 425-C., dated Motihari, the 15th August 1891.

From—E. G. COLVIN, Esq., Settlement Officer of Champaran,

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

I have the honour to submit the final report on the record-of-rights and settlement of rents in the five villages noted on the margin, **Ruksol, Bhawanipur, Hurnahi, Bellahia, in the district of Champaran.**  
Gumhari.

2. *Proprietary Right.*—These five villages are situate north of Segowli in tappa Behar, one of the tippas lying on the Nepal border of the district. They are all five included in mahal Ahrowlia bearing touzi No. 951, on the rent-roll of the Champaran district, the ancestral property of the Bettiah Raj in Champaran. They have all been let out on thika lease to what is known as the Hardia Factory, the proprietors of which are Dr. A. S. Lethbridge and Mr. R. T. Lethbridge. The word "factory" is now a misnomer, as manufacture of indigo has ceased for some years, but the factory buildings still remain at Hardia, lying partly also in mauza Gumharia, one of the villages under settlement, and there is a resident Manager, Mr. H. Thorp, who collects the rents from the villages still held in lease by the proprietors of the quondam factory, and carries on on their behalf a considerable business in rice.

3. *History of the Settlement.*—It will be remembered that the settlement of these villages was undertaken on the application of the landlord under section 101 (2) (Chapter X) of the Bengal Tenancy Act. When the cultivation and manufacture of indigo were discontinued, the Factory endeavoured to come to terms with their raiyats for the cultivation and delivery of paddy. According to the common custom in Champaran, the raiyats had formerly agreed to cultivate indigo on the "tinkathia" system, that is to say, they had agreed to cultivate indigo on three kathas of every bigha in their holdings in return for a promise to pay a fixed sum per bigha, according to the quality of the indigo produced. When indigo was abandoned the Factory endeavoured to negotiate similar agreements for paddy in respect of the lands formerly planted in indigo, but a great number of the raiyats declined to accept the terms proposed. This disagreement led to difficulties in the realization of rent, the rent accounts being inextricably mixed up with the accounts for the cultivation of the special crop, as the raiyats had hitherto been accustomed to pay the rent of their holdings partly in cash and partly in kind, that is to say, partly in indigo. These difficulties first came to a head in the villages of Hurnahi, Bhawanipur, Ruksol and Bellahia, and the Manager accordingly applied at first for a survey and settlement of rents in these four villages, the grounds of application being that uncertainty existed as to the quantity of land held by each tenant and as to the accuracy of the boundaries of holdings given in the landlords' registers. The survey and settlement applied for were sanctioned by the Commissioner after reference to the Board of Revenue. Subsequently a similar application was made and sanctioned by the Commissioner in respect of three more villages, viz., Gumhari, Chandrol-Chitaur and Jitishi but when the Manager of the Factory found that the general cadastral survey of the district was imminent, he applied for the exclusion of the two last-named villages from the special survey operations, asking that Gumharia which was at that time already half-measured, might be completed. This request was also allowed, so that ultimately these remained to be dealt with the five villages, which form the subject of this report.

4. The survey and settlement operations were in the first instance entrusted to Babu Naurangi Lal, temporary Deputy Collector, but very little progress had been made when he fell ill, and was obliged, about June 1891, to proceed on leave.

The Collector, Mr. W. D. Blyth, who had throughout taken much interest in the proceedings, inspected the work of the amins about this time, and found it necessary to dismiss on the spot three out of the four men employed. After Babu Naurangi Lal's departure, it was decided that the survey should continue under the supervision of a kanungo, and that Munshi Nundji, who was then employed in the settlement of Mollarpur estate in Birbhum, should be deputed on the completion of that work to the Hardia villages, paying meanwhile an early visit to the latter in order to see that the work of measurement was proceeding satisfactorily. These orders were contained in the Government of Bengal's letter No. 921-L.R., dated the 16th July 1891.

As a matter of fact, the survey and preliminary record-writing of all the villages were completed under Munshi Nundji's supervision, and owing to his Mollarpur and other settlement work not coming to an end so soon as had been anticipated, it became necessary for him to pay not one, but many visits to the Hardia villages, taking such opportunities for this purpose as the exigencies of his other work would allow. Munshi Nundji also attested and published in draft the records for four of the villages and settled rents in them, and caused copies to be made of these records. The settlement was transferred to me under the orders of the Director of Land Records and Agriculture, conveyed in his letter No. 1127-T.A., dated the 20th April 1893, on the ground that as Settlement Officer of Champaran, I could deal with it more conveniently than Munshi Nundji. The records of the settlement were not, however, made over by that officer until the following July; and as I was at that time without

any Assistant Settlement Officer, and myself wholly occupied with the larger settlement operations in the district, no progress could be made with the Hardia work until the following cold weather. In November I placed Babu Pramatha Nath Dutt, Assistant Settlement Officer, in special charge of the work, in addition to his other duties, and under my superintendence he brought the settlement to a close on the 1st of May, 1894. The submission of the final report has been somewhat delayed owing to my absence during May and June in officiating charge of the Department of Land Records and Agriculture and to the subsequent necessity of referring to Munshi Nundji and to the Collector of Champaran on certain points on which information was found to be wanting.

5. *Description of lands.*—The villages which have been brought under settlement lie within a few miles of the Nepal borders, and consist generally of rich rice-lands which yield good *bhadoi* and *aghani* crops, the former being the staple crop of the cultivators. The lands are liable to inundation from the stream known as the Sariswa, and are not therefore very suitable for the cultivation of indigo, which was often damaged by floods. This was probably one of the principal reasons for the abandonment of its indigo cultivation by the Factory.

6. *Population and caste distribution.*—The villages are inhabited principally by Hindus though there is not a small admixture of Muhammadans. Among the higher castes there are good numbers of Brahmins and Rajputs (principally in Hurnahi and Gumharia) and among the lower castes, Kurmis and Kanus are most numerous. The following table shows the classification of the population of two of the villages (the figures for other villages are not available), according to caste, as taken at the last census:—

Name.	Ahirs.	Musalmans.	Dusadhs, etc.	Brahmins.	Rajputs.	Kayasthas.	Kurmis, Kanus, Kooris.	Lohar, Katar.	Binds.	Others.	Total.
1	2	3	4	5	6	7	8	9	10	11	12
Bellahia ...	367	236	155	27	21	21	44	108	151	149	1,279
Bhawanipur ...	182	250	89	12	...	11	132	16	2	220	814
Total ...	499	486	194	39	21	32	176	124	153	369	2,093

The total population is 5,412 for 89½ families, which gives 6.05 as the average number of persons in a family.

7. *Condition and character of the people.*—The condition of the tenants is one of considerable comfort, compared to local standards. The people have shown an independence and a determination to stand by their rights, which I have not often met elsewhere in the district. This attitude is, I think, sufficiently illustrated by the keen interest which, according to Babu Promotho Nath Dutt's report, the tenants displayed throughout the whole settlement proceedings, so far as conducted by him, and by the spirit, patent to any one perusing the record, with which they contested the cases under section 10½ for settlement of rents, and finally carried an appeal in all the cases before the Special Judge at Chapra.

The most influential people among the tenants are the Brahmins (Misras) of Hurnahi who were formerly *thikadars* of that village, and who still possess much of the power and local influence which that position gave them.

8. *Climate.*—The climate of the villages is naturally very damp, and it would be difficult to give a worse character to the drinking water of the locality than to describe it as probably about the worst in the district.

9. *Communications.*—There is a District Board road leading from the Segowli Station on the Tirhut State Railway to the Nepal borders, which is the principal road in tappa Bahas, and is used extensively by travellers to and from Nepal. The cart and coolie traffic on this road is very large, as, besides being the main artery of business in the tappa, the road forms the principal line of communication between India and Nepal and all the foreign merchandise and rail-borne traffic going through India to the latter country passes along it. There are various small village roads leading to this main road. The villages under settlement are from 12 to 16 miles from the Segowli Station on the Tirhut State Railway.

*Markets.*—There are markets in Hurnahi and Ruksol, but there are none in Gumharia, Bhawanipur and Bellahia. The nearest important trading place is Ramgarha, which is three miles from Bellahia. Here also is a factory, where the cultivation of indigo is still pursued, belonging to Mr. T. M. Gobbon, C.I.E., the Manager of the Bettiah Raj Estates.

10. *Physical features.*—To the ordinary observer the physical features of the lands comprised in the villages under settlement are extremely uninteresting, consisting like most of the tappa, chiefly of open arable country, cut up into paddy fields. The lands, however, consist entirely of the strong clayey soil known as *bhargar*, which is famous for its fertility. The principal crop is paddy, and tappa Behas of which the villages under settlement may be taken as typical, is noted throughout Champaran for the excellence of its rice. The produce suffices for a considerable export traffic, as well as for local sale. *Makai*, so common

elsewhere, is not often seen in this part of the district, the soil being too retentive of moisture. Rabi crops are known, but the soil is not so suitable for these, and comparatively little attention is in consequence paid to them.

The only exception to the general dead-level of these villages is a small mound in Hurnahi which I have not myself seen, but which Babu Pramatha Nath Dutt reports to be, according to local tradition, the remains of an ancient fort. At present it merely forms the site of an ascetic's *math*, where the people of the neighbouring villages repair for worship.

The Tilao, a small stream with clear water, but many weeds, runs to the west of Hurnahi. The Sariswa, another small stream, runs to the west of Bhawanipur. There is also a small water-course between Hurnahi and Gumharja, from which both villages could be irrigated, but irrigation is not generally practised in the villages under settlement except in respect of lands sown in poppy. This is necessary for the sake of the Opium Department and the profit which a good poppy-crop brings. For the rest, the cultivator chiefly depends on his *bhaoli* and *ayhani* crops.

11. *Tenures*.—The tenures are simple. There are no under-tenure-holders, the *thekadars* as usual in Bihar, having direct relations with the *raiyats*. There are some *briddars*, that is, Brahmans or religious persons who have acquired rent-free grants of land for pious purposes, such as, invoking blessings on the Maharajas of Bettiah, the grantor, under whom they hold directly. In some cases the Bettiah Raj, not recognizing the authority of the claims of the *ei-devant briddars* have come to terms with them, allowing them to retain the land in their possession, but assessing it to rent at a very low rate. Such men are known as *bandobast briddars*.

12. *Occupation of the people*.—Nearly all the inhabitants depend in some or other on land for their means of living. Most of them are cultivators, while others (generally the people belonging to the higher caste) do not do the work of actual cultivation personally, but employ hired labour or let out their lands on rents in kind, taking one-half share of the produce. The following table shows the occupation of the male population of Bellahia according to the last census (figures for the other villages are not available) :—

Serial No.	Name of village.	Cultivators.	Labourers.	Services.	Goldsmiths.	Traders.	Beggars.	Others.	Total.
1	Bellahia	544	65	2	2	1	2	6	622

13. *Village officials*.—The most important of the village officials, as in every Bihar village, is of course, the *patwari*, whose pay varies from Rs. 24 to Rs. 48 per year, and is paid by the landlords. The tenants pay him small sums (at half an anna per rupee on the rent) as *farakan* which means literally sums paid for granting acquittance in full; but the tenants would not freely admit such payment lest it should acquire the sanction of law. The village *gomasta* who assists the *patwari* in the collection of rent is paid Rs. 12 annually by the landlords. The *barahi* (carpenter), the *lohar* (blacksmith), the *hajam* (barber) each comes in for the produce of a small bit of land of the raiyat at harvest time. In each village there is a "gorait" who is allowed a grant of rent-free land of 2½ bighas in return for service, such as peons.

14. *Progress of survey and settlement*.—I will now go more fully into the history and progress of the settlement proceedings in each village. The measurement and record-writing of Hurnahi were taken up first in May 1891 and completed about November. The survey record-writing of Bhawanipur, Bellahia and Ruksol were begun in the cold weather of 1891-92 and finished in April 1892. The attestation and record-of-rights and settlement of rents of these four villages were begun in June 1892 and finished in July of the same year, and the records were published in draft in August 1892. The survey and record-of-rights in Gumharja were sanctioned in June 1892, and the survey and preliminary record-writing of this village were finished by the cold weather of 1892-93. Except for the copying of the khatians of the first four villages, the work had not made further progress when the records were made over to me in July 1893. Babu Pramatha Nath Dutt, when he was placed in immediate charge of this settlement, had therefore the following work to do in order to bring it to completion :—

- (a) disposal of 38 cases under section 106, left by Munshi Nundji ;
- (b) attestation and draft publication of the record of Mauza Gumharja ;
- (c) disposal of any cases under sections 104, 105 or 106, which might be filed in connection with Mauza Gumharja ;
- (d) final publication of the records of all five villages ;
- (e) copying the record of Mauza Gumharja.

Babu Pramatha Nath Dutt was engaged at Bettiah in case-work, and in the supervisions of Khanapuri in connection with the larger settlement operations until the end of 1893. He paid his first visit to the Hardia locality in January 1894, and completed the attestation and draft publication of the record of that village early in that month. In February and March he again paid visits to the Hardia neighbourhood, and completed 31 out of the 39 cases under section 106 made over by Munshi Nundji and all the cases under that section, amounting to no less than 21, filed in connection with Mauza Gumharia. He also disposed of a keenly contested case under section 104, instituted against the tenants of Gumharia. His progress was much hampered, especially in the February visit, owing to the papers connected with the first four villages not having been returned from the Special Judge, before whom appeals were pending and also to important papers in the Gumharia cases having been filed in other courts. But for this unavoidable delay, it would have been possible to complete all the cases and publish the records of all five villages finally before the close of the year 1893-94. As already stated, the work was actually finished on the 1st May 1894, the few cases which remained disposed of, and the final publication of four of the villages being completed during April; the final publication of the Ruksol record, the last step in the process, taking place on 1st May 1894. It will of course be seen that, considering the area dealt with, the settlement of these five villages has occupied an abnormally long time. The cadastral survey and record-writing alone took several months. The completion of the survey was long delayed, owing to no officer being sent to do the work. There was, I believe, no officer available, and even when Munshi Nundji was appointed to take charge, he was only able to give a fraction of his time to its supervision. He had several important settlement operations in other districts in his hands simultaneously with this one, and the amins did not receive while in the field that amount of personal supervision by an officer of high grade, which gives such valuable impetus to, and secures so much greater accuracy in their work. This, indeed, is an almost inevitable result, when one officer is in charge of various settlements scattered over districts at a distance from one another.

In Harnahi and Gumharia the survey and preliminary record-writing were done in the rainy season, which is at all times unsuited for field work, and the difficulties were further aggravated by the failure of the raiyats to attend to point out their boundaries in spite of repeated notices from the Collector of Champaran. Then again, the attestation and settlement proceedings have had of necessity to wait until the officer in charge could find leisure from his other duties to go to the spot and take up this work, and in fact it has suffered delay owing to the necessity imposed on the officer in charge of giving it only occasional, instead of continuous attention.

Since the settlement records came into my hands, no opportunity consistent with non-interruption of progress in the larger settlement operations has been lost to push on the settlement of these five villages. Nor has any expense been incurred which would not in any case have arisen, however quickly the work might have been finished.

*Agency employed for survey.*—The survey was a plane-table survey, carried out by amins, and the cadastral maps are, I think, as good as could be expected from an agency not under professional supervision.

15. *Area.*—The area of each of the five villages is shown on the margin, the total area amounting to 4,834 acres. The cultivated area in the occupation of tenants is 3,132 acres. The total number of tenants is 536. The average area of a holding is therefore 5.84 acres. The cultivated lands in direct occupation of the *thikadars* consist of 82 acres, and 710 acres consist of roads, paths and other uncultivated lands. The total area of the homesteads comes to 64 acres for 663 homesteads, which gives an average area of 18 poles only for each family.

16. *Classification of lands.*—The following table shows the classification of lands of the area under settlement:—

Class.	Acres.	Percentage.
1	2	3
Homestead ...	64	1.47
Unculturable waste, consisting of roads, tanks, etc. ...	365	8.49
Culturable waste ...	354	8.17
Cultivated ...	3,551	81.73
{ Bhit ...	2,647	
{ Dhanhari ...	1,004	
Total ...	3,551	
Grand Total ...	4,834	100

The statement A, appended to this report, shows the classification of the lands according to the status of the cultivators, and the average rate of rent per acre.

17. *Classification of tenants.*—It will be seen from the same statement that the great mass of the raiyats have been found to be in the enjoyment of occupancy rights, no less than 8,074 out of 8,132 (leaving rent-free holders out of consideration) being recorded as settled raiyats. A large number of the raiyats claimed to hold at fixed rates of rent, but very few were able to prove this claim.

18. *Settlements of rents.*—The most important part of work was, of course, the settlement of the new rents. This subject may be conveniently sub-divided into (a) the question of the *laggi*, (b) the question of the prevailing rate, and (c) the results. The Manager of the Hurdia Factory applied for settlement of rents under section 104, clause (2) of the Bengal Tenancy Act, in respect of all the villages. He claimed enhancement of rent under section 50, clauses (a) and (b), and also additional rent for excess area under section 52 of the Act. Four of his applications, viz., those in respect of Bhawanipur, Buktol, Bellahia and Hurnahi were dealt with together by Munshi Nundji in one judgment dated July 18th, 1892. The application in respect of the fifth village (Gumharia) was dealt with by Babu Pramatho Nath Dutta in a judgment dated 26th March 1894.

19. *Question of the laggi.*—The standard used in measurement was a bigha of 8.025 square yards, that is a bigha of 5½ *kathas laggi*, if the *kath* be taken at 18 inches. These bighas were converted to the local bigha, which was found to vary in each village. In Ruktol and Hurnahi the length of the *laggi* was disputed and the following table shows the length of the *laggi* as claimed by the landlords and by the tenants, and as decided by Munshi Nundji, whose decision has been confirmed on appeal. The number of square yards in the bigha according to the *laggi* found by the Settlement Officer is also shown:—

Name of village.	As claimed by landlords.	Length of laggi as claimed by the tenants.	Length of laggi as found by the Settlement Officer.	Number of square yards in local bigha.
1	2	3	4	5
Ruktol ...	9½ <i>kaths</i> ...	10 <i>kaths</i> ...	10 <i>kaths</i> ...	10,000 sq yds.
Hurnahi ...	9½ <i>kaths</i> ...	10 <i>kaths</i> ...	9½ <i>kaths</i> ...	8,556 ½ "

There was a dispute also about the length of the *kath*, which was not decided by Munshi Nundji. In the Gumharia case there was no dispute as to the number of *kaths* in the *laggi*, but the landlords claimed a *kath* of 18 inches, while the raiyats alleged that the *kath* in use is the length of the forearm of a man named Mahadeo Rai. I may remark in passing that it is a very common allegation among the tenants of this district that the *kath* in use is the length of a certain person's forearm. They say that on the death of the man who carries the village scale on his person, that distinction is transferred to the villager whose forearm most nearly approached that of the deceased, and that in this way the village standard of measurement has been handed down from ancient times from generation to generation. I think there is a great probability of truth in this allegation. It is certain that the 'kath' as a measure existed long before the English inch was known, and it is very likely that in the revenue system of ancient Bihar no more exact or lasting standard than the forearm of a particular person could be devised. However that may be, Babu Pramatha Nath Dutta, to guide his judgment in the matter, adopted the plan suggested in rule 104, Chapter IV of the Settlement Manual, and compared the old and new areas of a number of plots surrounded by cultivated lands. His decision was eventually given in favour of the tenants and the area of the village bigha was found by him to be 10,188 square yards. In both Munshi Nundji's case and in Babu Pramatha Nath Dutta's the increase claimed on account of additional area in the tenants' holdings was admitted. Munshi Nundji, however, directed that in every case an allowance of 10 per cent or 2 *kaths* in the bigha, should be made on account of the difference in the length of the cubit of measurement and between present scientific and more accurate system of measurement and the rough and unscientific measurement of former times. This, I think, is a perfectly fair and reasonable line to adopt, and I am glad to say that the appeal on this point was rejected by the Special Judge who wrote in his judgment that under section 52, the Settlement Officer is bound to fix a fair and equitable rent, and in doing so is fully justified in taking into consideration such elements as those mentioned above. Munshi Nundji had, of course, no facts on which to form an opinion beyond those contained in the record of the four villages, but my own enquiries over a far larger area in the district convince me that, unless the circumstances of tappa Behas are very different from those of other tappas he might well have given on this ground a larger allowance than 10 per cent.

20. *Prevailing rate.*—The proceedings under section 104 in this Settlement are interesting in that they illustrate both the views that may be taken in regard to the meaning of "prevailing rate". Munshi Nundji held that there was no prevailing rate in any of the four

villages dealt with in his judgment, as the following quotation will show:—"The prevailing rate clause will apply to those cases when the majority of the raiyats of the same class in the same village pay at a higher rate for similar land. But, properly speaking, there is no *prevailing rate* in any of the villages. The term 'prevailing rate' means the rate paid by the majority of the raiyats in the village. But no such rates are prevalent in the villages under settlement. A careful examination of the jamabandi and *arsakha* papers filed on behalf of the plaintiffs will show that there are as many rates as there are holdings." Babu Pramatha Nath Dutt, on the other hand, took the view that the 'prevailing rate' is the rate at which and less than which the majority of raiyats of the same class pay rent for similar lands. This is the rule which, as I understand, the Hon'ble Sir Griffith Evans in the course of the debates in the Legislative Council on this section, conceived that the Courts would apply, and he gave it as his opinion that such a rule would be rightly applied in the future as it had been in the past. The same view has quite recently received the sanction and support of the Government of Bengal, vide their letter in the Revenue Department, No. 127-T. R., dated 8th June 1894. I venture to submit that it was not the intention of the Legislature that villages in which rates happened to be tolerably uniform should suffer disadvantages in regard to liability to enhancement of rent from which other villages where rates happened to be very variable, were exempt. The intention, as I believe, was to level rents not to diversify them. It has been argued to me that rents have been illegally enhanced in Bihar, and that to adopt Sir Griffith Evans' definition of 'prevailing rate' would frequently mean giving the sanction of our law to 'rack-rents'. But the argument, that there is ordinarily no such thing as a prevailing rate, seems to me a somewhat disingenuous way out of this difficulty, and, moreover, an unnecessary way since the law provides another. To guard against this possibility the law specially enacts in section 35 that the Court shall not decree any enhancement which is, under the circumstances of the case, unfair or inequitable.

In the particular case of Gumharis, I do not think the enhancement was unfair or inequitable. As has been stated above, the lands (which are almost entirely of a uniform character) produce valuable crops, and are celebrated for their fertility. The size of the local bigha has been found to be 10,188 square yards, equivalent to 6.86 standard bighas, or more than 2 acres. The prevailing rate was found to be Rs. 4-8-0 a bigha, and the rents of those tenants who held at less than Rs. 4-4-0 a bigha were held to be liable to enhancement to that amount. Seeing that the value of the produce per bigha could not, even at a low estimate, be held to be much less than Rs. 75, I do not think the rate which was found to prevail could in any case be held to lead to an unfair or inequitable enhancement, or that the occupancy raiyats holding at rates lower than Rs. 4-4-0 could, as a body, complain of any hardship in having their rates enhanced. I regret, however, that the Court, in this case, did not take into consideration the provisions of section 31 (c) of the Tenancy Act, which lays down that when it is proved by local custom, caste is taken into account in determining the rate, the rate shall be determined in accordance with that custom. Among the Gumharia tenants there are some Brahmins and others who are probably holding at a privileged rate. It is true that no claim was made nor proof offered by any tenant under this section, but I think, if there were any reason to suspect the existence of such a custom, the tenants concerned might well be called on to offer such proof as they may have. Munshi Nundji, without, I believe, being specially moved to do so, took the subject of caste into consideration, even when determining the rates to be applied for assessment of excess lands under section 52 of the Act, and his action in the matter was supported by the Special Judge on appeal.

As regards the claims under section 30 (b) for enhancement of rent on the ground of a rise in the average local prices of staple food-crops, it was held in the case of all five villages that the plaintiff had made out no case to justify an enhancement on these grounds.

21. *Results of cases under section 104.*—In both the cases under section 104 appeals have been preferred by both parties to the Special Judge. The appeal in regard to the four villages dealt with by Munshi Nundji has been decided, and the Settlement Officer's decision has been upheld in all respects, except in one, which will be noticed presently. The appeals in the Gumharia case have not yet been decided, nor was the result of the prior appeal known, when the decision in the Gumharia case was written. Consequently, the figures which follow are still liable to modification, on the results of the pending appeals, in so far as they relate to Gumharia.

Name of village.	Number of tenants affected.	Former rental of tenants in column 2.	New rental settled for tenants in column 3.
1	2	3	4
		Rs. s. p.	Rs. s. p.
Hurnahi ... ..	138	1,302 12 0	1,571 1 5
Raksol ... ..	124	1,704 8 0	1,705 0 7
Bellahia ... ..	29	358 8 0	363 14 7
Bhawanipur ... ..	135	1,982 7 3	2,276 12 1
Gumharia ... ..	109	607 5 9	1,097 8 5
Total ... ..	535	6,153 9 0	7,014 6 5

These figures give a percentage of increase of very nearly 14 on the old rent of the five villages. The rent payable by the thikadars to the Bettiah Raj for these five villages is Rs. 7,549 so that they will, till the expiry of the present thika, get a profit of Rs. 802 per annum on the lease. There are, however, about 82 acres of land in the direct cultivation of the Factory in the different villages, which should be taken into account. Assessing this area at Rs. 2 an acre, which is probably less than the average, it may be said that their total profit amounts to Rs. 476.

22. *Case work.*—There were no boundary disputes in any of the villages. There were only two objections under section 105 of the Tenancy Act, but no less than 59 cases under section 106. These were all tried by Babu Pramatha Nath Dutt. There were practically only two cases under section 104, though, as already fully explained above, they affected all the five villages under settlement.

23. *Appeals.*—Besides the appeals in the cases under section 104 alluded to above, there were three appeals to the Special Judge in cases under section 106. In two of these the decision of the revenue officer has been upheld; the other is still pending.

24. The Special Judge in his decision on the case tried by Munshi Nundji has held that the Settlement Officer was wrong in decreeing the payment of excess rent on additional area to be made gradually in accordance with the provisions of sections 36 of the Tenancy Act. Munshi Nundji has pointed out, with all deference to the judgment of the Special Judge, that if this be the present law, it is a departure from the old law. In section 17 of Act X of 1859, increase of area was one of the grounds for "enhancement" so-called, and I am not aware of any passage in the debates in Council on the Tenancy Bill, which show that it was the intention of the Legislature to alter the substantive law in this particular. Munshi Nundji quotes orders issued to him, in connection with the settlement of the Dubalhati estates by the Director of Land Records and Agriculture, with the approval of the Board of Revenue, which ran as follows:—

When assessment of surplus land in this way would, in the Settlement Officer's opinion, be attended with hardship upon the raiyat, he should direct the enhancement to be gradual; that is to say, the rent shall increase yearly for any number of years not exceeding five, until the limit of the enhancement has been reached, as provided in section 36 of the Tenancy Act. On this subject, I would also invite reference to rule 15, Chapter IV, page 11 of the Settlement Manual of 1858, where it is clearly stated that this principle is applicable to cases of increase of area. It is obvious that cases of this kind may arise which must involve hardship on the raiyats, and the Settlement Officer, under the present construction of the law, will therefore, be compelled either to decree a rent which he knows will press heavily for some years on the raiyat, or to injure the landlords' interests by fixing the rent at a low figure, which the tenant can immediately pay. Whatever the correct view of the law may be, I venture to think that equity is against the new interpretation.

25. *Expenditure.*—Statement B (annexed) shows the total expenditure incurred in these operations under each head and by each officer. The total cost of survey of the five villages was Rs. 1,351-14-4 that is, five annas per acre, and of settlement Rs. 3,096-3-11, that is, 11 annas 5 pies per acre. The total cost of the survey and settlement comes to Rs. 4,448-2-3. The following table shows the amounts collected in the shape of copying fees and process fees:—

					Rs.	a.	p.
Copying fees	...	...	...	...	52	11	0
Court-fees	...	...	...	...	125	8	0
Process fees	...	...	...	...	11	1	0
					<hr/>		
				Total	198	4	0

After deducting this amount, the expenditure comes to Rs. 4,248-14-3, or 15 annas 3 pies per acre. The reasons for this high cost have to a great extent already been explained in paragraph 14 of this report. It was necessary to place an experienced officer in charge of this settlement, and it is impossible to employ highly-paid officers on small settlements without running the risk of incurring a large bill, proportionately to the area. Then the survey was carried on against many difficulties, and Munshi Nundji's expenditure on establishment ran to a high figure; also the great distance which he had to come to supervise this work caused his travelling allowances bill to assume large proportions in the total cost. Lastly, the cases were hotly contested, and their disposal occupied both officers many days. I believe that in other small settlements, the cost per acre has seldom been less than 15 annas, although the feeling between landlord and tenant has been much less strained than in the case of Bihar.

In any case I trust that no one will make the mistake of arguing from the example of the present case to the larger settlement operations now in progress in Bihar. It is scarcely necessary for me to point out that the circumstances are entirely different. In the one case, there is a small area, the difficulties of supervision, and a want of continuity in the control of the work all special causes which do not apply to the case of the larger operations.



26. The records have been finally framed and published, and khatians have been distributed. One set was made over to the Hurdia Factory and another set has been distributed among the tenants, though some of them have declined to accept them on the ground that their rents have been enhanced. It is probable that when the decision of the Special Judge has become generally known, and alterations, if any should be necessary, have been made, the tenants will no longer decline the valuable record which their khatians should prove to them. There can be no further question as to the rights they enjoy in different plots, nor as to what lands are held on money-rent, and what on a produce rent, nor can any claim for an enhancement of rent be made against the majority of them for 15 years. The landlord, on the other hand, has a proper rent-roll and an increase of rental, amounting to Rs. 862-2-8 which will repay the whole costs of the proceedings in five years.

27. *Recovery of cost.*—Of the cost to be recovered, Rs. 1,900 has been already paid by the applicants; and Rs. 2,342-14-3 is still due. They have been moved by the Collector to pay this amount without delay.

28. *Payment of costs.*—I need say nothing in regard to the work done in respect of this settlement by Mansif Nurdji, as he was in independent charge. My acknowledgments are due to Babu Pramatha Nath Dutt, who has given me great assistance in bringing the work to a completion, and in preparing the material for this report.

### PARTICULARS OF STATEMENT A.

Serial No.	Class of cultivator.	Number of holdings.	Cultivated area.	Average area per holding.	Rent.	Average rent per acre.
1	2	3	4	5	6	7
			A. E. P.	A. R. P.	Rs.	Rs.
1	Proprietor's Sir (nij-jote) ...	...	...	...	...	...
2	Tenure-holders ...	...	82 0 0	...	...	...
	RAIYATS HOLDING UNDER PROPRIETORS.					
3	Raiyats at fixed rates ...	...	...	...	...	...
4	Settled raiyats ...	...	...	...	...	...
5	Occupancy " ...	...	...	...	...	...
5	Non-occupancy ...	...	...	...	...	...
	Total ...	...	82 0 0	...	...	...
7	Rent-free holders ...	26	337 0 0	1,296 0 0	...	...
	Grand Total ...	...	419 0 0	...	...	...
	RAIYATS HOLDING UNDER TENURE-HOLDERS.					
8	Raiyats at fixed rates ...	1	...	...	...	...
9	Settled raiyats ...	503	3,074 0 0	6-01 0 0	6,833	2 3 7
10	Non-occupancy raiyats ...	32	58 0 0	1-81 0 0	156	2 11 0
	Total ...	536	3,132 0 0	...	6,989	...

## STATEMENT B.

## Details of Expenditure.

Name of Officer.	Salary of Settlement Officer.	Travelling allowance of Settlement Officer.	Salary of establishment.	Travelling allowance of establishment.	Contingencies.	Instruments.	Total.
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.
Munshi Nundji ...	1,916 1 10	536 7 6	1,198 12 3	...	20 12 0	77 7 0	3,648 9 7
Babu Pramatha Nath Dutt.	428 8 9	189 8 0	123 12 5	27 5 0	67 8 6	...	806 8 0
Total ...	2,345 10 7	725 12 6	1,321 8 8	27 5 0	108 8 6	77 7 0	4,448 2 2

## APPENDIX KIV.

## List of officers employed in Champaran Revision Settlement.

Name of officer.	Designation.	Nature of employment.	Period of employment.			Remarks.
			Year.	Month.	Days.	
2	3	4	5	6	7	8
<b>INDIAN CIVIL SERVICE.</b>						
1 J. A. Sweeney, Esq., I.C.S.	Settlement Officer	General control and supervision	4	7	21	
2 J. A. Saunders, Esq., I.C.S.	Assistant Settlement Officer in charge. And Settlement Officer...	Supervision and inspection... Ditto	2	0	0	
3 A. E. Toplis, Esq., I.C.S.	Assistant Settlement Officer in charge. And Settlement Officer...	Ditto Ditto	1	2	2	
<b>JUNIOR CIVILIANS UNDER TRAINING.</b>						
4 G. E. Owen, Esq., I.C.S.	Assistant Settlement Officer.	Khanapuri and Attestation...	0	5	11	
5 A. C. Davies, Esq., I.C.S.	Ditto	Ditto	0	5	11	
6 M. J. Dixon, Esq., I.C.S.	Ditto	Attestation and office work...	0	1	15	
<b>DEPUTY COLLECTORS.</b>						
7 H. McPherson, Esq.	Ditto	In charge of Cadastral Headquarters, Supervision of Attestation and section 103-A and Case work.	1	8	10	
8 Mr. L. B. Seal	Ditto	Khanapuri Inspection, Attestation and Case work.	3	2	4	
9 " C. E. Walze	Ditto	Attestation	0	7	27	
10 Babu Akhauri Gopi Kishore Lal.	Ditto	Attestation, section 103-A, Office work, Case work and In charge of Headquarters.	3	6	11	
11 Babu Haridas Roy	Ditto	Supervision of Attestation camps, section 103-A, and case work.	1	3	5	
12 " Phanindra Nath Mukharji	Ditto	Attestation, section 103-A and Case work.	2	4	5	
13 " Brijnandan Prasad Singh	Ditto	Attestation work	0	6	11	
14 Maulavi Syed Mahfus	Ditto	Attestation, section 103-A and Case work.	1	9	18	
15 Babu Praphulla Chandra Ghose	Ditto	Attestation	0	5	9	Transferred to Berhal.
16 " Jugal Kishore Singh	Ditto	Attestation, section 103-A and Case work.	2	11	0	
17 Pandit Mathura Prasad Chaubey	Ditto	Case work	0	2	0	
18 Babu Parupati Ghose	Ditto	Khanapuri, Inspection, Attestation, section 103-A, Case work and In charge of Cadastral and Settlement Headquarters.	5	4	14	Promoted to the Provincial Service in 1917.
19 " Phanindra Nath Gupta	Ditto	Attestation, Record and Case work.	3	5	25	Promoted to the Provincial Service in 1915.
<b>MUNICIPALS UNDER TRAINING.</b>						
20 Mr. S. C. Mukharji	Ditto	Khanapuri, Attestation, section 103-A and office work.	1	7	5	
21 Babu Jugal Kishore Akhauri...	Ditto	Attestation, section 103-A, Case work and office work.	1	0	0	Since deceased.
22 " Khetra Nath Sinha	Ditto	Case work	0	1	0	
23 " Parmeshwari J'yal	Ditto	Ditto	0	4	0	
24 " Nand Kishore Chaudhury	Ditto	Attestation	0	3	16	
25 Maulavi Abdul Aziz	Ditto	Case work	1	1	7	
26 Babu Dwarka Prasad	Ditto	Ditto	0	11	18	
27 " Sadhu Charan Mahanti	Ditto	Ditto	0	5	22	
28 " Ajani Kumar Sahay	Ditto	Ditto	0	5	22	

## APPENDIX XIV—contd.

Serial number.	Name of officer.	Designation.	Nature of employment.	Period of employment.			Remarks.
				Year.	Month.	Days.	
1	2	3	4	5	6	7	8
<b>SUB-DEPUTY COLLECTORS.</b>							
29	Babu Bijai Kanta Sen	Assistant Settlement Officer.	Khanapuri	0	1	26	
30	" Ashutosh Sen Gupta	Ditto	Khanapuri, Attestation, section 103-A, and Revenue, Attestation	2	11	13	
31	" Baidya Nath Roy	Ditto	Attestation	0	7	5	
32	Pandit Daityari Misra	Ditto	Attestation, Final Publication and Revenue.	1	6	28	
33	Maulavi Kasi Abdul Wahab	Ditto	Attestation	1	1	4	
34	Babu Jogendra Nath Banerji	Ditto	Ditto	0	6	20	
35	" Ramesh Chandra Chakravarti.	Ditto	Attestation, section 103-A, Office work and Case work.	2	3	28	
36	Babu Nagendra Nath Ghose	Ditto	Attestation and section 103-A	0	3	3	
37	Maulavi Muhammad Tahir	Ditto	Ditto	0	10	1	
38	Babu Bhagwan Prasad	Ditto	Attestation and Khanapuri	0	6	1	
39	Mr. P. D. Gomes	Ditto	In charge of Cadastral Headquarters.	0	6	5	
40	Babu Doodnagar Sinha	Ditto	Attestation, section 103-A and Case work.	1	2	1	
41	" Manoranjan Sinha	Ditto	Attestation, section 103-A, Case work and Revenue.	2	6	0	
42	Maulavi Saifdar Husain	Ditto	Attestation	0	9	7	
43	Babu Bansi-dhar Naik	Ditto	Attestation, 103-A and Case work.	2	10	5	
44	" Sadananda Pattnaik	Ditto	Attestation, Final Publication and Case work.	2	6	0	
45	Mr. William Baha	Ditto	Attestation	0	1	8	
46	" J. F. Gantzer	Ditto	Attestation, Case work and Office work.	0	11	0	
47	Babu Chintamani Agharjiya	Ditto	Attestation and Case work	0	8	24	
48	" Bhagaban Mahapatra	Ditto	Attestation, 103-A and Case work.	2	0	0	
49	" Narain Nand	Ditto	Ditto	1	0	0	
50	" Radha Mohan Pattnaik	Ditto	Recovery, Certificate, Case work and Office work.	2	0	0	
51	" Sant Bilas Singh	Ditto	Recovery	0	1	0	
52	" Mahendra Nath Burq	Ditto	Office work	0	5	10	
53	Maulavi Hafiz Abdul Aziz	Ditto	Case work	0	3	18	
54	Babu Mahendra Nath Sarkar	Ditto	Incharge Cadastral Headquarters.	1	0	0	Died in 1910.
55	" Uma Charan Das	Ditto	Khanapuri	0	2	14	
56	Maulavi Ekramul Haqq	Ditto	Attestation	0	1	15	
57	Babu Gopal Charan Pattnaik	Ditto	Office work	1	3	15	
58	" Bhupendra Nath Ghosal	Ditto	Case work	1	10	15	
59	" Bindeshwari Saran Sinha	Ditto	Recovery	0	5	0	
60	Pandit Birinchi Jha	Ditto	Khanapuri, Attestation, Office work and Case work.	3	1	0	Promoted to Subordinate entire Service 1914.
61	Babu Mrigayaka Sekhar Mukherji.	Ditto	Ditto	3	11	20	Ditto in II
62	Babu Ganesh Chandra Chandra	Ditto	Attestation, 103-A and Case work.	1	0	0	Ditto in I
63	" Bhubreshwari Saran Verma	Ditto	Recovery and office work	0	6	0	Ditto in II
<b>NON-JAZETTED OFFICERS.</b>							
64	Babu Brij Lal Mathur	Ditto	Khanapuri	0	6	0	Ditto.
65	Mr. P. E. Das	Ditto	Attestation	0	7	28	
66	M. Muhammad Khalilullah	Ditto	Ditto	0	2	0	
67	Pandit Damodar Jha	Ditto	Khanapuri and Attestation	0	6	24	
68	Babu Indra Bilas Mukharji	Ditto	Attestation	0	6	11	
69	Mr. C. F. Joseph	Ditto	Khanapuri	0	6	0	
70	Babu Jagdish Prasad	Ditto	Ditto	0	2	15	
71	Maulavi Faridul Haqq	Ditto	Ditto	0	6	7	

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DEPARTMENT OF LAND RECORDS AND SURVEYS,  
BIHAR AND ORISSA.

No. 3510.

FROM

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

TO

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

*Dated Patna, the 1st September 1920.*

SIR,

I HAVE the honour to submit the Final Report on the Survey and Settlement operations in the district of Champaran written by Mr. J. A. Sweeney, I.C.S.

The preparation of a record-of-rights under the Bengal Tenancy Act for the whole of Bihar was begun in 1892 and finished in 1918, Champaran being the first district dealt with and Gaya the last. The Champaran record was completed in 1898 and the operations dealt with in Mr. Sweeney's report consisted of the revision of that record, or rather, as the report shows, the preparation of an entirely new and up-to-date record. The records of Saran District also have since been revised, and it is proposed to take up for revision, in due order, the records of the remaining districts. As the first report on the revision settlement of a Bihar District, Mr. Sweeney's report possesses, therefore, special interest which is enhanced by the fact that in the course of the operations the Settlement Officer had to deal with the disputes between the Champaran indigo planters and their raiyats, disputes which attracted a considerable amount of public attention and were the subject of investigation by a Special Commission.

2. At the time of the last settlement thirty per cent. of the area of Champaran was uncultivated, and it was generally supposed that it possessed greater possibilities for extension of cultivation than any other Bihar district. Mr. Sweeney's report discloses the surprising fact that there has been, on the whole, a slight reduction of the area under cultivation, which has fallen from 70 to 69 per cent. of the total area of the district. The actual decrease, which is 17,809 acres, is practically confined to the Sadr Subdivision. The cultivated area in the Bettiah Subdivision is practically the same now as it was at the last settlement, in spite of the fact that about 8,000 acres of lands have since then been acquired for railways and canals. Not only has the area under cultivation in the Sadr Subdivision decreased since the last settlement but its population has practically remained stationary since 1891. Mr. Sweeney is clearly at a loss to account for these facts, and can only suggest that they are probably due to the depression following the famine of 1897 combined with the influence of the agrarian disputes which have been such a feature of recent years.

Although the cultivated area has decreased since the last settlement the area which grows more than one crop in the year has increased, with the result that the total cropped area has risen from 2,020,338 to 2,048,737 acres. The double cropping, however, generally consists of scattering with the winter rice the seeds of an inferior *rabi* crop, and adds little to the produce of the land.

3. The real changes in the distribution of crops disclosed by the statistics given in the report are, (1) the practical disappearance of indigo, the area under which has fallen from 95,970 acres to 8,972 acres, (2) the increase of the area under rice from 782,661 acres to 858,631 acres, and the increase of the area under sugarcane from 10,330 acres to 19,687 acres. There has been a decrease of 20 per cent. in the area under barley, the area under maize has risen by one-third, and the area under oil-seeds has nearly doubled. The area under wheat has scarcely altered. *Bhadai* crops formerly accounted for 46 per cent. of the net cropped area, *aghani* crops 38 per cent., and *rabi* crops 55 per cent., the twice cropped area being 39 per cent. These figures have now become, *bhadai* crops 46 per cent., *aghani* crops 41 per cent., *rabi* crops 55 per cent., and twice cropped area 43 per cent. The extension of the Bengal and North-Western Railway system has stimulated the export trade in rice, paddy and oil-seeds. The manufacture of sugar, which preceded that of indigo, has been revived. The district now contains three large sugar factories with modern machinery, but although they are at present working successfully Mr. Sweeney anticipates that the unsuitability of most parts of the district for sugarcane cultivation is likely to restrict the growth of this industry. In order to ensure a regular supply of cane at prices which will leave them a profit on the manufacture the managers of the factories introduced the system by which the raiyats in consideration of receiving an advance, which is afterwards to be refunded, contract to grow sugarcane in a portion of their holdings, and to sell the produce to the factory at specified rate. This system which is identical with that on which indigo was formerly grown has in it the same possibilities of trouble.

4. Since 1899 the number of estates (revenue-free and revenue paying) has increased from 1,229 to 1,349. The rate of increase is slow for a Bihar District, the explanation being that most of Champaran is included within four large properties, viz. Bettiah, Ramnagar, Madhuban and Sheohar estates. Collectorate partitions are in consequence few in number, and it is satisfactory to learn that they are usually unaccompanied by enhancement of raiyats' rents.

The revenue assessed on the district, Rs. 5,15,135, represents less than one-eighth of the assets enjoyed by the proprietors, and is equivalent to an average rate of three annas seven pies per acre.

There has been a notable tendency since the last settlement for lands, cultivated and uncultivated, formerly held by proprietors and tenure holders to pass into the cultivation of raiyats. The area in the direct cultivation of tenure-holders and proprietors has decreased by over 40,000 acres. Much of this consists of lands formerly held by the indigo factories. The area held by raiyats with rights of occupancy has increased by over 100,000 acres or 8 per cent. The result is that although the cultivated area has decreased the occupied area has increased by about  $3\frac{1}{2}$  per cent.

The lands held by raiyats on fixed rates of rent and by rent-free holders have decreased by one-third and two-fifths respectively. It is probable that similar decreases may be expected in the other Bihar Districts.

The total of the cash rents payable by raiyats has risen from Rs. 24,63,420 to Rs. 29,28,428 and the area held on produce rent has fallen from 69,386 to 66,304 acres. The average incidence of cash rent which was formerly Rs. 1-13-9 per acre has risen, if the result of fair rent settlement and of commutation of produce rents be taken into account, to Rs. 2-4-0 per acre. In spite of this increase rents are still low in comparison with other Bihar districts, and in relation to the fertility of the soil.

The statistics of agricultural stock prepared during the revisional operations show, when compared with the previous figures, evidence of increased agricultural property. The total number of cattle has increased by 18 per cent.

5. Throughout the district occupancy rights cannot be sold without the landlord's permission. Mortgages in consequence are four times as frequent as sales. The statistics of sales and mortgages collected at the previous settlement are incomplete, and consequently the fact that the number recorded

during the recent operations is four times as great is not necessarily an indication of a proportionate increase in the indebtedness of the tenants. During the last ten years 8 per cent. of the area held by raiyats has been sold or mortgaged and half of this has passed into the hands of persons who make a profession of lending money. In spite of these figures Mr. Sweeney sees no ground for supposing that money-lenders are permanently acquiring lands on a comprehensive scale, or that the vast majority of the raiyats are not *bond fide* cultivators.

6. Although the existence of a record-of-rights undoubtedly enables tenants to contest, with greater vigour than formerly, encroachments on their rights, the facts given in paragraphs 22 and 103 of the report show how little protection it is against a powerful and unscrupulous landlord who employs the machinery of the Civil Courts to harass his tenants until, in despair, they agree to his demands. This method of obtaining decrees for enhanced rents and thereby nullifying the record-of-rights, was adopted with considerable success in the Madhuban Estate. The Settlement Officer has refused to recognize these decrees as valid, but seeing that the agents of the estate have not scrupled, in prosecuting their claims against the raiyats, to procure the forgery of the record-of-rights, it is unlikely that this refusal will exercise any check on their operations. It is disappointing to observe that the provisions of section 147A of the Bengal Tenancy Act, enacted in 1907 in order to prevent the nullification of the record by the Civil Courts, have been altogether disregarded in this instance.

7. In Chapter IV Mr. Sweeney describes the system of revising the maps and records adopted in Champaran. Legally the Tenancy Act does not recognize revision as such, and the order authorizing the recent operations in Champaran was an order directing the making of a survey and the preparation of a record-of-rights. It was at first thought that the old maps and records could be brought up to date by merely correcting the field boundaries and showing the new fields in the old maps, making the necessary alterations in the old records, and preparing fair copies after correction. The experience gained in Gaya and in Orissa showed that the alterations, both in boundaries of fields and in their ownership, which take place in fifteen or twenty years, are so numerous as to render this course impracticable. It was found that it would be necessary to prepare entirely new maps and to renumber the fields, the only question being how to utilize the old maps in doing so. This problem was solved by the adoption of the system of blue prints described in paragraphs 42 and 43 of the report. The decision to renumber the fields necessitated the complete re-writing of the record in the course of which an abbreviated copy of the old record, specially prepared for the purpose, was used for the reference and comparison. The word 'revision' as applied to these operations is therefore, as Mr. Sweeney points out, a misnomer, for except that a fresh traverse survey was not necessary, and that the process of cadastral survey was shortened by the use of the blue prints, the operations were in every respect as elaborate as the original Survey and Settlement. It is true that disputes about village boundaries were few, but the increased interest taken in the record by both landlords and tenants made all the stages of the operations, except the actual survey, as complicated, as difficult and as expensive as if no previous record existed. This is indicated by the figures for cost given in Chapter VII. The gross cost of revision, Rs. 10,18,888, is slightly greater than the cost of the original settlement. The net cost, owing to an increase in the receipts from Court-fee stamps, is less, Rs. 8,19,141 as against Rs. 9,14,655 at the last settlement. The cost to the landlords and tenants is greater than before, since they have been assessed with the whole of the net cost of the revision operations, whereas the Government of India bore one quarter of the cost of the first settlement. The gross cost exceeds by over 50 per cent. the estimate made at a time when it was still expected that revision would be a simple and somewhat summary process.

As a result of partitions and new reclamation the number of fields was found to have increased by 22 per cent. The cost per 100 plots of the revision (Rs. 29-12-0) is in consequence lower than the corresponding figure (Rs. 33-9-6) for the last settlement. It is probable that from Rs. 30 to

Rs. 33 per 100 plots may be taken as a standard in estimating the cost of future revisions in this Province. The cost recovered from the landlords and tenants comes to six annas three pies per acre, of which the landlords paid three and a half annas and the tenants two annas nine pies. In paragraph 121 of the report Mr. Sweeney defends this apportionment and shows that the heavier share assessed on the landlords is justified by the benefits which they have derived from the settlement of fair rents independently of any responsibility attaching to them for the circumstances which rendered the revision of the Champaran records an administrative necessity.

8. A considerable portion of the report is taken up with an account of the system of indigo cultivation in Champaran, the disputes to which it gave rise, the method in which these disputes affected the work of preparing the record-of-rights, and the means ultimately adopted in 1918 on the recommendation of the Special Commission appointed for the purpose.

The indigo factories of Champaran are mostly owned by European planters who hold villages, some on a permanent tenure at a fixed rent, others on temporary tenures, from the Bettiah Estate. A custom had grown up by which the raiyats of these factories grew indigo on a certain proportion ( $\frac{1}{10}$ ) of their holdings, and sold the produce to the factories at a price fixed from time to time. This arrangement though nominally a free contract, was in reality compulsory on the raiyats, and was analogous to the *abwabs* or illegal impositions generally exacted by Bihar landlords, the difference being that whereas the collection of the latter is usually spasmodic, secret and known to be illegal by the landlords themselves, the indigo planters of Champaran openly and with the full knowledge and acquiescence of the local authorities systematized the enforcement of what they undoubtedly believed to be an old established and legal right. So long as the price paid for indigo plant was sufficient to give the raiyats as much, or nearly as much, profit from cultivating indigo as from growing any other crop, they appear to have raised little opposition to the system, and, under such conditions, its advantages outweighed its defects. Its advantages which Mr. Sweeney has enumerated in section 32 of the report are obvious. The raiyat was able to pay the whole of his rent out of the price obtained for the produce of three-twentieths of his holding. So long as he grew indigo his landlord had no temptation to raise his rents; if the landlord were a *thikadar* of the Bettiah Estate not a *mukararidar*, he had a direct interest in seeing that rents were not raised. The industry gave employment to many persons besides the raiyat, and benefited the district in numerous ways directly and indirectly. If the levy of an *abwab* can ever be justified it is surely to prefer one which without bearing heavily on the raiyat constituted the foundation of a thriving and profitable industry. The inherent defects of a system of compulsion thinly disguised as contract began to be felt when the decline in the price of manufactured indigo prevented the factories from raising the price paid to the raiyats for indigo plant to an extent commensurate with the increase in the prices of other agricultural produce. This created discontent, which was aggravated when the planters faced with the prospect of having to abandon the manufacture of indigo as unprofitable, endeavoured to levy from the raiyats compensation for being released from the obligation to grow it. The compensation took various forms. At first some attempts were made to induce the raiyats to grow other crops and sell them to the factories at favourable rates. Later on it took the form of a demand for the payment of additional rent called *sharahbeshi*, or of a lump sum in lieu thereof called *tawan*. The taking of *tawan* was favoured, for obvious reasons, by the *thikadars* of the Bettiah estate, the permanent tenure-holders naturally preferring to increase their rents by taking *sharahbeshi*. In the Sathi factory which held many villages on lease from the Bettiah estate, the raiyats, on giving up indigo cultivation, were made to pay Rs. 3 per bigha as *pain kharcha* or tax for being allowed to irrigate their fields, from canals for the use of which no charge had previously been levied.

9. Before entering in the records the rents legally payable the Settlement Officer had to decide as to the validity of the enhancements made by the *sharahbeshi* contracts, which the raiyats as a rule repudiated. The principles

on which this question was decided are described in paragraphs 93 to 99 of the report. The validity of enhancement of rent made by contract is regulated by section 29 of the Bengal Tenancy Act, and proviso 3 to that section has special reference to contracts similar to those under discussion. Their validity, if the amount of the enhancement exceeded two annas in the rupee, depends on the existence, as one of the conditions of the raiyat's tenancy, of a legal obligation to grow indigo, and on his having been allowed, in consideration of this obligation, to hold on a specially low rate of rent. In the majority of the instances in which *sharahbeshi* had been taken the Settlement Officer held that both these conditions were fulfilled. Most of the tenants had been growing indigo before the Tenancy Act of 1885 was passed. The majority of the owners of those holdings which had originated since then had grown indigo from the time when their lands were settled with them. In both cases the implied contract to grow indigo was held to be an incident of the tenancy, sufficient, if the other conditions of the proviso to section 29 were fulfilled, to validate an enhancement by contract of more than two annas in the rupee. In a minority of cases it was found that the contract to grow indigo was entered into after the passing of the Bengal Tenancy Act and subsequent to the date when the raiyat first took settlement of his holding. In such instances it was held that the contract, although binding on the tenant, did not form part of the conditions of his tenancy, and did not validate any enhancement of rent which was invalid on other grounds. It is unnecessary to describe in detail the nature of the test applied to determine whether a tenant whose rents had been enhanced had previously held on a specially low rate of rent. It is sufficient to say that as, in consequence of the indigo system, rents in Champaran had not been generally altered for 30 or 40 years, nearly all were found to hold on specially low rates of rent. In the majority of the tenancies dealt with the Settlement Officer therefore found that the *sharahbeshi* enhancements were validated by the provisions to section 29. The view of the law taken by the Settlement Officer was supported by the legal advisers of Government. The interpretation of sections 23 and 29 of the Bengal Tenancy Act is however full of difficulties and the Settlement Officers' decisions were at the time questioned by both sides.

10. In about 5,000 tenancies in which the Settlement Officer was compelled, in the absence of proof that the raiyat had formerly held on a specially low rate of rent, to disallow the enhancement as illegal, the procedure of section 109C of the Act was applied, and the enhanced rents including the *sharahbeshi* were, with the consent of both parties, fixed as fair and equitable rents. This course was clearly preferable to the alternative of forcing the parties to revert to the old system, and recording the obligation to grow indigo so much disliked by the raiyats. The raiyats generally failed to prove their contention that their agreements to pay enhanced rents were invalid by reason of having been obtained by force if for no other reason. The raiyats, particularly the Babhan tenants of the Pipra and Turkaulia factories, bitterly resented the findings of the Settlement Officer on this point in 1915-16. The existing discontent was thereby aggravated and the political agitation increased. Finally in June 1917, after Mr. Gandhi had visited Champaran a Committee, of which Mr. Gandhi was a member, was appointed to investigate the relations between landlords and tenants generally in the district, with special reference to the disputes arising out of the manufacture and cultivation of indigo, and to recommend measures for the removal of such abuses or grievances, as they might find to exist.

11. The grievances of the raiyats of the indigo factories have been described. In those parts of the district where indigo was not grown complaints had long been made that *abwabs* or illegal cesses, exceeding in many villages the rent legally payable, were being collected. The Settlement Officer while recording rents in the Bettiah Subdivision in 1914-15 found those complaints fully justified. The *abwabs* were of different origins and called by various names, the most common being *pain kharcha* or water tax. In paragraph 72 Mr. Sweeney gives an account of the levy of *pain kharcha* by the Sikta Factory, and shows that although the amount expended on the *pains* during seven years came to only Rs. 1,345 the income derived from *pain kharcha* in

the same period was Rs. 66,500. He also points out that although this tax was levied from all the raiyats of 19 villages the whole of the lands of 8 villages and many holdings in the remaining 11 villages were not irrigated from any *pain*. No agreements to pay the tax were proved and it was, therefore, treated as an illegal *abwab*.

In paragraph 73 Mr. Sweeney shows the analogy between the system of *abwabs* in the north of Champaran and the *tinkathia* indigo system of the south of the district. Both represent an extra burden which the raiyat has to bear. The *tinkathia* system originated in a legitimate industry in which checks were found necessary to limit the demand made on the raiyat. The result of the checks was a system of contract, legally enforceable if properly carried out, and constituting, in some cases, a legal incident of the raiyat's tenancy. *Abwab* on the other hand, although possibly less burthensome to the raiyat than the indigo system in its later stages, rested on no legal basis. The name *pain kharcha* so frequently used to disguise the illegal nature of the *abwabs* demanded in the north appears to be of comparatively modern origin, and it is worthy of note that *tinkathia* was often used as an equivalent for it.

12. The results of the appointment of the Champaran Committee are described in paragraph 29. They are well known and need hardly be given in detail in this review. The *tinkathia* system of indigo cultivation has been abolished, and a contract by a raiyat to grow a special crop for his landlord has been made illegal. In future a raiyat may only contract to supply his landlord annually, for a period of not more than 3 years, with a specified quantity of any crop, but he will not be under any obligation to grow the crop himself. The *sharahbeshi* enhancements taken before the passing of the Act were reduced, in some cases by 20, and in others by 26 per cent., and the rents of those raiyats who were under a legal obligation to grow indigo which had not been compounded either by an enhancement of rent or by a cash payment, were enhanced by a percentage corresponding to the reduced enhancement allowed in other cases.

Mr. Sweeney draws attention to two remarkable features. One is that the raiyats on whose behalf Mr. Gandhi agreed to these terms repudiated his right to agree to them as soon as the Settlement Officer attempted to enforce them. The second is that although in view of the complaints made by the raiyats of Champaran of being oppressed by imposts like *tinkathia* and *pain kharcha* it might have been expected that their champions in the Legislative Council would have supported a proposal to amend the law in a manner designed to give the Collector greater power to punish the levy of *abwabs*, they opposed and defeated such a proposal when it was made by an official member of the Council.

13. The disputes due to the collection of *abwabs* and to the enhancements of rent which followed the abandonment of the indigo system have already been described. These were not the only difficulties encountered by the Settlement Officer. The attitude of the management of the Bettiah estate throughout the proceedings was adverse. Not only did it contest against its raiyats every point which could possibly be contested, but its claims were frequently founded on complete ignorance of the Tenancy Law, and were supported by statements which were directly opposed to the facts. Instances of such claims are given in paragraphs 61, 65, 74, 85, 86, 87 and 88 of the report. The facts recounted in paragraph 85 show the unfairness of the attempt made after the survey had begun, to force the tenants of certain villages to agree privately to pay enhanced rents in order to avoid submitting the claim for enhancements to the investigation of the Revenue Courts. Not only were the enhancement illegal, but the justification pleaded for them, viz. that the tenants were in possession of excess areas, was found in many instances to be opposed to the facts.

14. Mr. Sweeney's comments in paragraphs 65 and 100 on the policy adopted by the estate of denying to the raiyats the rights which they have hitherto possessed in trees planted by them in their holdings, and in contesting these rights at every stage of the operations, are worthy of notice. It is to be



regretted that this policy has on the whole been successful, for the High Court have recently held that if the landlord contests, under section 106 of the Bengal Tenancy Act, the correctness of an entry giving the raiyat any right in a tree standing in his holdings, not only does no presumption of correctness attach to the entry, but the burden of proving the right lies on each raiyat who claims it. It has further held that a failure by one raiyat to prove such a right is evidence against the claim of another raiyat. The patient and careful enquiries of the settlement staff into the customs regarding trees prevalent in different parts of the district, and the entries made in the record-of-rights as a result of these inquiries, have, by this decision, been rendered valueless. Whether the pecuniary results of nullifying the raiyat's rights will compensate the estate for the cost of contesting them is doubtful. It is certain however that in this, as in other matters, the policy of the estate is a shortsighted one, and will, in the end, be injurious to both landlord and tenant, for, as Mr. Sweeney points out in paragraph 65, it has been found elsewhere that where the landlord reserves to himself the rights in trees, the raiyats do not plant them, and the country becomes in time treeless.

15. In paragraph 113 Mr. Sweeney deals with the much debated question of the preservation in the record-of-rights of the identity of each permanently-settled revenue-paying estate. Practically the question is what entry should be made when it is found that the proprietor of one such estate has encroached on the lands of another estate? Government is interested in such encroachments because, should the second estate ever be sold for arrears of land revenue the purchaser will acquire a title, not merely to the land in possession of the previous proprietor at the time of the sale, but to all the lands which were originally included in the estate. He will do so even though the encroaching proprietor should have acquired, by adverse possession, a title valid as against the proprietor of the estate sold. When X, the proprietor of Tauzi A, is found to have encroached on the lands of Tauzi B owned by Y, there are three ways in which the fact may be shown in the settlement record, (1) by including the land in Tauzi B with Y as proprietor and making Y a tenure-holder under him; (2) by including the land in Tauzi B and recording X as its proprietor; (3) by recording the land in Tauzi A with X as proprietor, merely making a note to show that it originally belonged to Tauzi B. Mr. Sweeney favours the second method; I prefer the third. It is difficult to combine a record of existing with a record of contingent rights. If it be absolutely necessary to refer to the latter, the reference should be such as to minimize the danger of obscuring the former, which are undoubtedly the more important, and I fear that the first two of the suggested entries, involving, as they do, assumptions of doubtful accuracy about the status of X, will complicate the record of actual possession and make it less intelligible. That this is not an imaginary danger may be seen from a consideration of the case in which some or all of the lands encroached on form portions of tenures and sub-tenures created by the proprietor of Tauzi A.

16. Applications for settlement of fair rents under section 105 of the Bengal Tenancy Act were made in respect of 40 per cent. of the total number of tenancies of the district. If the *sharahbeshi* holdings, in which adjustments of rent were made under the provisions of the Champaran Agrarian Act, be excluded from the total, the proportion is much higher. The result of the settlement of fair rents was to enhance by 12 per cent. the total rental of the holdings dealt with.

In Chapter VIII Mr. Sweeney gives an account of the problems which arose during fair rent settlement. Most of the enhancements granted were given under section 30(b) on account of the rise in prices. In very few holdings was it found that the tenants were in possession of lands which had not previously been assessed to rent, and the increase given under section 52(a) was, in consequence, trifling, and was almost counterbalanced by reductions under section 52(b) on the ground of decrease of area. In deciding how much enhancement was allowable on the ground of increase in the prices of staple food crops, since the last settlement, an interesting point, dealt with in

paragraphs 125 to 128 of the report, was raised by the Bettiah estate. A comparison between the average prices of the period 1896 to 1905 with those of the period 1906 to 1915 showed that by the method of calculation prescribed in section 32 the landlords of the Bettiah Subdivision were entitled to an enhancement of four and a half annas in the rupee. The Settlement Officer, however, was of opinion that as the prices of the period from 1906 to 1915 were swollen by the inclusion of six abnormal years in which prices had been raised by failure of crops, it would be inequitable to grant the full enhancement which the Bettiah estate insisted on. There was considerable delay in obtaining the views of the Special Judge on this question, but he finally agreed with the Settlement Officer on the principle involved, and held that the provisions of section 32, which give instructions as to how the amount of enhancement allowable on the ground of rise in prices is to be calculated, are governed by section 35 which lays down that no enhancement shall be given which is not, in the circumstances of the case, fair and equitable. While rejecting the chief contention of the Bettiah estate, the Special Judge differed from the Settlement Officer as to the amount of enhancement allowable in rents which had been current for less than fifteen years.

17. Another question which arose was whether a rent which has been current for a short period can be enhanced under section 30(b). It seems probable, from the analogy of other sections, that the authors of the Bengal Tenancy Act did not contemplate the enhancement under this section of a rent which had been current for less than fifteen years. The Act, however, does not forbid such enhancement, so that legally there is nothing to prevent a landlord from applying for the enhancement of a rent fixed six months previously on the ground that prices have increased in the interval. The Settlement Officer decided to refuse enhancement of rents which had been current for less than twelve years. The Special Judge, on appeal, differed from him, and held that it was incumbent on the Settlement Officer, if a landlord asked for enhancement of a rent which had been current for a shorter period, to compare the prices for that period with the prices for an equal period previous to the date of settlement of the holding, and to calculate, in the manner prescribed in section 32, the amount of enhancement allowable. The application of this decision gave anomalous results, e.g. it was found that a rent which had been current for three years only was liable to a greater enhancement than a rent which had been current for five years. This result shows the truth of the principle underlying the Settlement Officer's original decision, viz. that it is impossible by examining prices for a short period only, to affirm that an increase of prices, due to causes which are not merely temporary, and sufficient to justify an enhancement of rent, has occurred within the period. It is clearly necessary to fix some minimum limit to the period that must elapse before a rent fixed by private contract can be enhanced under section 30(b), and it is preferable that it should be fixed by law. I would suggest that it should be fixed at fifteen years.

18. When a non-transferable holding has been sold to another raiyat, and the purchase has been recognized by the landlord, or when additional lands have been amalgamated with a holding, some doubt arises as to what should be taken to be the date of the fixation of its rent for the purpose of calculating the increase in prices which has since taken place, and the enhancement allowable in consequence. In Champaran the Settlement Officer followed the principle, which has generally been favoured by the Settlement Department, of assuming the rent to have been current from the date when the rate of rent was last enhanced. A transfer or an amalgamation of lands, unaccompanied by an enhancement of rate, does not, on this principle, deprive a landlord of any right to enhancement which had previously accrued.

The soundness of this principle does not appear to have been questioned before the Special Judge on appeal. The difficulty of obtaining guidance from the appellate Courts in doubtful points, small in themselves, but important in view of the number of cases in which they arise, is referred to in paragraph 149 of the report, where it is pointed out that a Settlement Officer fixing fair rents may have his decisions revised by several Special Judges holding divergent views. Although many of the points discussed in connection with the

Champan fair rent settlement have been under discussion ever since settlement operations began in Bihar, the prospect of obtaining an authoritative and final decision on them seems as remote as ever.

19. The result of the appeals to the Special Judge is given in paragraph 149. The percentage of successful appeals is high, but as Mr. Sweeney points out, most of the decisions under section 105 which were reversed were delivered before the Special Judge had tried and decided the first test appeal, in which, while upholding the soundness of the Settlement Officer's decisions generally, he differed slightly as to the amount of enhancement allowable in rents current for less than 15 years. The adverse decisions given on appeals from orders under section 106 mostly related to rights in trees which I have already referred to.

20. The decision to revise the record-of-rights of all the Bihar Districts has made the policy of granting enhancement of rents on the ground of rise in prices a question of considerable importance to the administration. Logically it is difficult to show any reason why a rent which was fair when prices were low should not be enhanced when they rise. Nevertheless I view with distrust the prospect of a general enhancement of rents throughout Bihar in the course of these operations. Whereas formerly raiyats found themselves compelled to agree to such enhancements of rent as their landlords might impose, they now having become aware of the meaning of occupancy right, regard enhancement as an encroachment on that right. They are also doubtless beginning to feel that since in this province the State has given up all claims to share in the increased value of land, it is unjust that the landlords should continue to appropriate the greater part of the increment. Under the new scheme of Government this feeling will in time give rise to a demand that the landlords' share of the increase shall be diminished, if not abolished. Even admitting that the landlords also are entitled to a progressive increase of income it is questionable whether they would not receive such increase even if this ground of enhancement were abandoned. Mr. Sweeney's report shows that in Champan although the area under cultivation had diminished since the last settlement the total rents paid by raiyats had increased by Rs. 4,65,000 or 19 per cent. In Champan it is true that private enhancements had taken place on an abnormal scale and I await with interest the corresponding statistics for Saran, a district in which rents, even at the time of the last settlement, were many times higher than in Champan, and in which they represent at the present day a greater proportion of the gross produce.

21. In paragraph 148 the commutation of *hunda* rents is discussed and the difficulties of interpreting the provisions of section 40 of the Bengal Tenancy Act as applicable to such rents, explained. The real crux of the problem is that whereas the Bengal Tenancy Act confers on a settled raiyat of a village a right of occupancy in any land of which he may take settlement, the value of the occupancy right can be reduced to nothing by the expedient of settling it with him on a very high *hunda* or produce rent. When a tenant applies for the commutation of such a rent, can the landlord legitimately resent as a grievance the application of the provisions of section 40, which compel a Revenue Officer to have regard, not only to the value of the *hunda* rent, but also to the much lower rates of cash rent paid for the majority of the old occupancy holdings in the village? The effect of having regard to the cash rents will be to convert the right of occupancy from a sham into reality. I doubt if the policy of endeavouring, by expedients of various kinds, to reduce the value of occupancy rights the accrual of which they are unable to prevent, is in the true interests of the landlords themselves, and although it is improbable that the smaller landlords will ever realize the fact, one might reasonably expect the management of the Bettiah Estate to take a more enlightened view.

22. Mr. Sweeney's excellent report will be read with profit by every one interested in the study of agrarian conditions in North Bihar. The work which he has done while in charge of the Champan Settlement is moreover deserving special notice. The post of Settlement Officer in this Province has never been a sinecure, and the post of Settlement Officer of Champan

involved not only arduous work and heavy responsibility, but called for the exercise of an unusual amount of tact, impartiality and patience. It is now generally acknowledged that Mr Sweeney's conduct of the operations exhibited these qualities in a high degree. The capable manner in which he grappled, from the first, with the investigation of the complicated questions in dispute between the indigo planters and their raiyats, enabled him to present to the Champaran Committee, on their arrival in the district, a complete and accurate report on the facts, thereby saving them from the difficult and tedious task of sifting these facts from the mass of falsehood with which the raiyats surrounded them. This itself is an achievement deserving of the highest commendation.

The members of the Settlement staff mentioned in paragraph 180 of the report share with Mr. Sweeney the credit of having brought to a successful conclusion the first, and it is to be hoped, the most difficult revisional settlement in Bihar.

I have the honour to be,

SIR,

Your most obedient servant,

A. G. K. LALL,

for *Director of Land Records and Surveys,*  
*Bihar and Orissa (on tour).*

No. 17-114—2.

FROM

E. R. J. R. COUSINS, Esq., I.C.S.,  
OFFG. SECRETARY TO THE BOARD OF REVENUE,  
BIHAR AND ORISSA,

TO

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

*Dated Bankipore, the 9th October 1920.*

SIR,

UNDER rule 615, Part II, Chapter XVI, page 162 of the Settlement Manual 1908, I am directed to forward for the information and orders of Government the final report on the survey and settlement operations in the district of Champaran prepared by Mr. J. A. Sweeney, I.C.S., late Settlement Officer, North Bihar, together with a copy of a covering letter No. 3510, dated the 1st September 1920, from the Director of Land Records and Surveys, Bihar and Orissa, reviewing the report.

2. The Board does not propose to go over the ground already covered by the Director of Land Records in his review. The Settlement Officer's report is a well balanced account of operations conducted with unquestionable administrative ability and a capable grasp of issues of a by no means ordinary character. It also bears the impress of a sense of justice and impartiality maintained throughout under specially trying conditions, owing to the tension of feeling in the district and the strong conflicting interests concerned. The Board cordially endorses the Director's commendation of Mr. Sweeney's work.

3. With regard to the Director's comments in paragraph 3 of his review on the possibilities of trouble arising from agreements to grow sugar on a portion of a holding and to sell at a specified rate, it is to be presumed that these possibilities have been discounted by the change introduced under the Champaran Agrarian Act, whereby such agreements have been made illegal. As observed in paragraph 12 of the review the only legal contracts now are those in which a raiyat agrees to supply a specified quantity of a particular crop to his landlord annually for a period not exceeding three years. A stipulation to plant a specified area with such a crop is not within the terms of the law.

4. With regard to the comments in paragraph 13 of the Director of Land Record's review on the attitude of those responsible for the management of the Bettiah Estate the Board believes that the irregularities most open to criticism were checked as soon as they were brought to light; and that in subsequent appeals against Settlement decisions, the management was animated solely by a sense of responsibility to the proprietor, whose interests it felt bound to maintain subject to the prescribed control and under qualified legal advice.

5. The Board is not prepared to endorse the Director's comments in paragraph 14 of the review on the tree question. It does not consider that the elaborate enquiries made to ascertain customary rights in trees have been wasted, or that it is fair to allege it to be the policy of the management to deny established rights to a raiyat. The management has been chiefly concerned with preventing encroachments upon the proprietor's legal rights in the matter. Nor can the Board endorse the forecast that the policy of maintaining

such legal rights will prove injurious to both landlord and tenant. The views is not supported so far as the Board is aware, by evidence of any progressive denudation of timber hitherto.

The rights of the Estate, are with local variations, those of the landlords in general. Section 23 of the Tenancy Act recognises the existence of customary limitations on the raiyat's freedom to cut trees; and the general law on the subject was reviewed in the light of many previous decisions, by the High Court in Nafar Chandra Pal Chaudhri and others versus Ram Lal Pal, 1894, I. L. R. Cal., XXII P, 742, their Lordships finding that "however the right of an occupancy tenant to cut down trees on his own holding may have been affected by legislation, the property in the trees is still, by the general law, vested in the zamindar". Their Lordships' statement of the common law is supported by rulings in other High Courts and is in accordance with the common sense principle that as the growth of trees is ordinarily due rather to the virtues of the soil, which belongs to the landlords, than to effort on the part of the tenant, it is reasonable that the landlord should retain a share in the benefit of the result. The assertion of the landlord's claim has however been made a widespread grievance in the Estate, and it is opportune to review the action taken. It was recommended by the Champaran Agrarian Committee, without reference to the legal position, that the raiyats should be given the option of purchasing the landlord's half share in timber on their holdings at a fair valuation, subject to a limitation of the option, if there should be reason to apprehend that undue denudation would result in any particular area, and the Court of Wards was requested by the Government to give effect to the recommendation. The Board accordingly issued instructions to have it made known generally that any raiyat who so wished would be allowed to purchase the Estate's right in Anthrope trees at a fair valuation, unless in any particular village this would be undesirable on the ground that it would lead to a general denudation of timber. The management represented that it had always been the custom of the Estate to allow raiyats to cut Anthrope trees and purchase the Estate's share at a valuation and that permission was seldom refused; but that the new orders involved the capitalisation not only of the Estate's right in Anthrope trees in existence but of those which might be planted in future, and whether the raiyats wished to cut them or not. There was no reliable basis for the calculation, whilst the amount payable for the capitalisation of both present and future rights was likely to prove more than a raiyat would be willing or able to pay. It was accordingly directed that rights in existing trees only should be sold. The difficulty then arose that if the raiyat were allowed to purchase the Estate's share in trees not intended for immediate cutting, the way was opened for disputes after a few years as to which trees had been purchased and which were new growths. Moreover if the raiyat could purchase a tree at any stage of development, he would obviously elect to do so when the tree was young, because its value would then be insignificant. This might entail heavy loss to the Estate: and since it would be impossible to prevent the raiyats cutting trees they had purchased whenever they chose the Estate would be unable to check denudation in the manner suggested in the Committee's report. The question of denudation was also not free from difficulty. It seems impossible to fix a definite limit beyond which cutting cannot proceed without resulting in denudation. Every application therefore would have to be considered on its merits, and there would be a liability to frequent disputes and irritation. Even where it possible to fix a standard, it would be unfair that one raiyat should be prevented from cutting his trees because other raiyats had previously cut too many of theirs. The Board thereupon directed that the option of purchase should be withheld in the case of immature trees.

Thus, in sum, it has been widely made known to the raiyats of the Estate that permission to purchase and cut will be allowed whenever it is applied for unless there is some special reason to the contrary. Further, as the Manager was of opinion that the raiyats had cause for complaint in the delay and other inconveniences incidental to getting an application through a zamindari

office, arrangements have now been made for their prompt disposal. This appears to be as much as it is practicable to effect at present, without prejudice to the proprietors' legitimate rights, for maintenance of which the Court of Wards is responsible. A representation to Government from raiyats on the subject has however recently been referred to the Board for disposal and is under the Board's consideration.

6. The Board will consider the question raised in paragraph 15 of the Director's review concerning the entry to be made in cases in which the proprietor of one estate had encroached on the lands of another estate; but considers that the entries made should not be re-opened.

7. The Board refrains from comment on the questions raised with regard to the commutation of produce rents under section 40 of the Bengal Tenancy Act as there are many proceedings in Champaran and elsewhere still subject to appeal or revision.

8. The Board cordially endorses the Settlement Officer's acknowledgments of the services of the officers employed under him.

I have the honour to be,

SIR,

Your most obedient Servant,

E. R. J. R. COUSINS,

*Offg. Secretary.*